

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001096262

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
12/14/2017		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1010422 GEORGET SHEWMAKERN	04ASPH26	

Supplier: 0000038939
 KANOPY LLC
 781 BEACH ST STE 410
 SAN FRANCISCO CA 94109

Phone: (415) 513-1026

email: accounts@kanopystreaming.com

Ship To: FOLSOM LAKE COLLEGE
 RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630
 United States

Bill To: 1919 Spanos Court
 Sacramento CA 95825-3981
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	SUBSCRIPTION - STREAMING VIDEO LICENSE - ONE YEAR PATRON DRIVEN ACQUISITION (PDA) VIDEO PROGRAM	1.00 EA	606.34	606.34	12/14/2017

PRE PAY INVOICE KDEP-1402 DATED 11/14/17 ATTACHED
 EXTENTION TO EXISTING LICENSE VALID THROUGH 12/31/2018 - PO_0001093850

Sub Total Amount	606.34
Sales Tax Amount	0.00
Total PO Amount	606.34

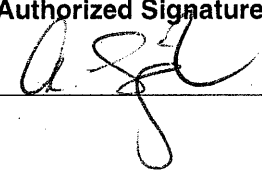
BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	6303	12	FL.VI.LIBR	61200	00000	700P	606.34	2018

0001010422KIRKLINK12-DEC-2017

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Requisition

Supplier: KANOPY LLC
 781 BEACH ST STE 410
 SAN FRANCISCO CA 94109
 United States

0000038939

Business Unit: GENFD OPEN	
Req ID: 0001010422	Date: 12/01/2017
Page 1	
Requisition Name: KANOPY	
Requester: Tanya George	
Requester Signature: _____	
Buyer: Nicholas Shewmaker	
Approved: _____	
Entered By: GEORGET 01-DEC-2017	

Phone: (415) 513-1026
email: accounts@kanopystreaming.com

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	PATRON DRIVEN ACQUISITION PROGRAM	1	EA	606.34	606.34	

Total Requisition Amount: 606.34

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proi</u>	<u>Amount</u>
GENFD	6303	12	FL.VI.LIBR	61200	00000	700P	606.34

Purchases Charged to Catagorical Programs, Grants or Special Project.

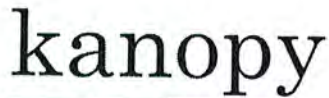
This purchase is in compliance with the requirement of 700P

For grants/special projects Lottery

Eligible instructional materials

Name: [Signature]

Approval Signature <u>[Signature]</u>	Approval Signature <u>[Signature]</u>	Approval Signature
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**Kanopy LLC
Invoice**

Invoice Date: 15 November 2017
Invoice Number: KDEP - 1402
Billing Address: **Folsom Lake College**
10 College Parkway
Folsom, California
95630

Order Summary:

This Invoice is entered into between Institution and Kanopy pursuant to the current Master Agreement between them. Any capitalized term not defined herein shall have the meaning ascribed to it in the Master Agreement. By issuing payment hereunder or accessing or using the Offerings identified herein, Institution agrees to be bound by this Invoice.

Offering

**Total
(USD)**

Patron Driven Acquisition (PDA) Program

- **Institution PO (if applicable):**
- **Default Content Cost:** \$120 (one-year license)

Notes:

- **Definition:** As used herein, a "PDA Play" is incurred on a Title when an End User accesses the Title in an unique session and 30 seconds or more of consecutive footage is watched.
- **Content Trigger:** In the event that any Title incurs four or more PDA Plays during any twelve (12)-month period, a one-year license shall be triggered to the Title for the Institution (each, a "Triggered License") and the Institution will be obligated to pay the Default Content Cost for such Title. The Triggered License for each such Title will commence the date the Triggered License is invoiced, and the Title will be available for unlimited viewing by End Users for one year thereafter at no additional cost. Institution may extend any Triggered License to longer time periods as available and while the Triggered License remains valid, subject to the written consent of Kanopy and payment of any applicable additional fees by Institution. Once a Triggered License expires for a Title, the Title will fall back into the "PDA pool" and will be subject again to the PDA program rules set forth above in this paragraph.
- **Processing:** Triggered Licenses will be processed periodically to the Institution (quarterly or monthly, at the discretion of Kanopy). Institution will be notified of all Triggered Licenses and sent an invoice. Institution may request early processing of Triggered Licenses at any time
- **Disputes:** If Institution disputes the validity of a Triggered License, it shall send Kanopy written notice of such dispute can within fourteen (14) days after the date of invoice for the applicable Triggered License.
- **Budgeting:** Institution may deposit funds for this PDA program upfront, to be drawn upon by Kanopy for payment of Triggered Licenses as they are triggered, or pay upon invoice. Institution may set and adjust a fixed budget for this PDA program ("Budget") in the Service at any time and adjust other settings within the Service for the purposes of monitoring its activity under this program and receipt of notifications and alerts regarding the status of the Budget and other information relating to this program.

\$606.34

- **Managing Program:** Institution may turn off its participation in this program at any time by sending written notice to Kanopy. Although Kanopy may send Institution alerts regarding the status of Budgets established, Institution's participation in this program will not be automatically turned off upon depletion of the Budget. To turn off participation, Institution must provide written notice to Kanopy requesting that Kanopy turn off participation and any specifics around that process (a specific date, etc). Kanopy will turn off Institution's participation according with the Institution's written notice, without regard to the amount remaining in the Budget. Institution shall solely be responsible for managing the Budget and payment of all Triggered License fees in excess of the Budget. In the event that Institution's participation is turned off, End Users shall retain access to Titles covered by Triggered Licenses for the remainder of the applicable Triggered Licence terms, but End Users will not be able to access any other Titles under this program.

Subtotal:	\$606.34
Taxes	\$0.00

Total:	\$606.34

Payment Terms:
30 days from date of invoice

Direct deposit can be made to:

ABA Routing: 121140399
Acct # 3302131786
Silicon Valley Bank
3003 Tasman Dr.
Santa Clara, CA 95054
408.654.7400

Check can be made to:

Kanopy LLC
781 Beach St, Suite 410
San Francisco 94109

Remittance advice:

accounts@kanopystreaming.com

t (+1) 415-513-1026 Kanopy LLC, EIN 99-0377373
Kanopy, Level 4, 781 Beach St, San Francisco 94109 USA
www.kanopy.com