

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("**Agreement**") is made and entered into as of **August 19, 2014** (the "**Effective Date**"), and is between Rethink Autism, Inc., a Delaware corporation ("**Rethink**") and **Randolph Township Board of Education in Randolph, New Jersey** ("**Customer**"). Rethink and Customer will individually be referred to herein as a "**Party**" and collectively, the "**Parties.**" Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Terms of Use.

WHEREAS, Rethink provides i) educational content and training materials to assist the education of students with autism through paid access to its web-based service at www.rethinkautism.com ("**Web-Based Services**"); and ii) remote consultation and supervision services ("**Remote Consultation Services**") if purchased by Customer from Rethink during the term of this Agreement; collectively referred to herein as "**Services**";

WHEREAS, Customer would like to purchase Services from Rethink; and

WHEREAS, Rethink is willing to provide such Services to Customer subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and, agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Services.** Services will commence upon the date that Customer pays for the Services in full or at a mutually agreed upon date thereafter. Customer agrees to purchase the services as described in **APPENDIX A**.
2. **Payments.** Payment of the total fees set forth in Section 1 shall be payable within thirty (30) days after execution of this Agreement. Total fees payable are non-refundable unless Rethink terminates this Agreement as described in Section 5 "Termination" or as otherwise set forth herein. Payment will be made to Rethink by company check, credit card or wire transfer to an account designated by Rethink in writing according to the payment schedule in **APPENDIX A**, subsequent to Board approval and upon the appropriate execution of a purchase order by Rethink.
3. **Renewals.** The Services will renew automatically after the specified term in **APPENDIX A**, unless the Customer notifies Rethink of its intention not to renew in writing. Any such renewal shall be subject to the availability and appropriation on an annual basis of sufficient funds by the Board as will be required to meet the requirements of the extended Agreement. Rethink shall provide forty-five (45) days written notice to the Board of the expiration of the contract period, at which time the Board shall inform Rethink, in writing, of whether or not it intends to renew the Agreement subject to the terms herein. If the Board does not indicate, in writing, whether or not it agrees to renew the services within the 45-day period after receipt of Rethink's notice, the Agreement will renew automatically for a one-year period.
4. **Additional Purchases.** All terms and conditions of the Agreement will apply to additional Services purchased from Rethink by the Customer subsequent to the date of the Agreement unless terminated according to the Agreement. Any additional Services provided by Rethink will be described in future Appendices to this Agreement, as agreed by both parties.
5. **Termination.** Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after the breaching Party receives written notice of the breach, such termination to be effective at the expiration of such thirty (30) day cure period. Additionally, either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party for any reason, provided that if Rethink terminates pursuant to this sentence, Rethink will refund to Customer the unused portion of any pre-paid fees.
6. **Web-Based Services.** Web-Based Services are subject to the Terms of Use, which can be viewed on the website (link: <http://www.rethinkautism.com/footer/terms.aspx>), the terms of which are hereby incorporated by this reference. All references in the Terms of Use to "you" shall apply to Customer.

7. Remote Consultation Services. Rethink specialists will recommend specific techniques that will include an array of behavioral teaching strategies which may include prompting, shaping, reinforcement, and extinction. Rethink is in no way liable or responsible for how these techniques are ultimately implemented by Customer, or any additional Customer personnel or contractors employed to work with a child. Progress can vary from child to child, and therefore there is no guarantee of specific results through the implementation of recommendations from training and consultation from Rethink.

8. Miscellaneous.

- (a)** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given when either i) receipt is acknowledged by the other party; or ii) delivered personally to the recipient's address as stated in this Agreement; or iii) three days after being deposited in the U.S. Mail with postage prepaid by certified mail, return receipt requested, addressed to the recipient at the address stated on this Agreement.
- (b)** Customer, its staff, successors, assigns, executives or personal representatives, hereby release and forever discharge Rethink and its respective officers, directors, shareholders, employees and agents, of and from all actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, guarantees, claims and demands whatsoever that Customer had, now have or hereafter can, shall or may have by reason of or in any way arising out or in connection with its negligent or willful misuse of the Services provided by Rethink. Customer agrees to indemnify, and hold harmless Rethink and its affiliates, and its respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, whether brought by Customer or any third party, that arise from Customer's negligent or willful misuse of the Services. Rethink reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will cooperate with Rethink in asserting any available defenses.
- (c)** Rethink agrees to indemnify, defend and hold harmless the Randolph Township Board of Education, collectively and individually, as well as its agents, servants and employees, for any and all claims, suits, costs, expenses, fees (including legal fees) and from all damages of every kind and description arising out of the performance of services under this Agreement, including, but not limited to, the content, negligent or willful misuse, including the negligent security, of any student record or educational program information as well as the Board's reasonable reliance on the accuracy of the content and material provided by Rethink.
- (d)** During the term of the Agreement, including any renewal thereof, Rethink warrants that the Services shall perform in all material respects in accordance with the accompanying documentation under normal use. If the Services fail to perform in all material respects in accordance with this warranty (resulting in a "defect") and the Board promptly notifies Rethink of such defect within seven (7) days of the discovery of the defect, then Rethink will exert reasonable efforts to correct, or implement a commercially practicable workaround for, the defect. If, after the Board's notification, Rethink is unable to correct or implement a commercially practicable workaround for the defect within a commercially reasonable period of time (which may vary depending on the nature and severity of the defect), then Rethink shall be in breach of this warranty. In such event, then the Board's remedy, and Rethink's liability, for breach of this warranty, will be a refund of any fees attributable at the time to the Board's use of the Services, except as otherwise provided for in this Agreement
- (e)** Customer is solely responsible for the hiring, scheduling, evaluating, and terminating of tutors or other Customer employees and/or contractors. Tutors are not to be considered employees of Rethink and Rethink plays no role in the hiring, scheduling, evaluating, testing, certifying, or terminating any tutors that have been hired by Customer to implement the program.
- (f)** This Agreement may be executed in any number of counterparts, each of which shall be deemed an

original, but all of which taken together shall constitute one single agreement between the Parties.


- (g)** Both parties agree that the laws of the state of New Jersey, without regard to its conflict of laws rules, govern the terms of this Agreement, its subject matter, and any claim or dispute that either party may have against the other. Both parties further agree that any disputes or claims that either party may have against the other will be resolved by a court located in the state of New Jersey, in the County of Morris, and parties agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year first above written. Signature below indicates acceptance of all terms of the Agreement between the parties including Terms of Use of the Rethink Autism website.

Points of Contact:

	Name/Position	Email	Phone
Administrator			
Program Supervisor			
Technology/IT			
Purchasing			

Mailing Address:

<p>RETHINK AUTISM, INC. Jamie Pagliaro Executive Vice President & Chief Learning Officer 19 W. 21 St., Suite 403 New York, NY 10010 Phone: (646) 257.2919 Fax: (646) 257.2926 Email: jamie@rethinkautism.com</p> <p>Signature:  _____</p> <p>Date: <u>8/14/2014</u></p>	<p>Randolph Township Board of Education Gerald Eckert Business Administrator 25 Schoolhouse Road Randolph, NJ 07869 Phone: (973)-361-0808 ext. 8213 Fax: Email: geckert@rtnj.org</p> <p>Signature: _____</p> <p>Date: _____</p>
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APPENDIX A

1. Services.

Description	Cost per Unit	Quantity	Total Cost
Rethink Building Site-License – 12 month subscription – includes access to comprehensive library of hundreds of video-based lessons, training modules, assessment, customized curriculum planning, data tracking, progress reports, Individualized Education Plan (IEP) Builder and Student Activity Center. License term: 9/1/2014 – 8/31/2015	\$15,000	1	\$15,000
TOTAL			\$ 15,000

2. Payments. Payment amount(s) must be made as agreed between Customer and Rethink as follows:

- (a) Total contract amount of Site Licenses** will be paid with a **total payment of \$ 15,000** due on the first day of the license.
- (b) Annual renewal** of subscriptions will be on the annual anniversary of the start date, subject to the terms of this Agreement.

3. Subsequent purchases of additional services will be payable on the first day of the license of additional student profiles, and will be described in any future appendices to Agreement, as agreed by both parties.