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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

November 8, 2021

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support to amend the contract with Kleo, Inc. (ClassWallet), (VC 333447) of Hollywood, FL, to implement the YES Every Student! Program by extending the end date from December 31, 2022 to December 31, 2023, and increasing the contract not to exceed amount by \$2,500,000 from \$2,000,000 to \$4,500,000; effective upon Governor and Council approval. The original contract was approved by the Governor on April 12, 2021, and was an informational item to the Governor and Council on June 30, 2021, Item Z. 100% Federal Funds.

Funds to support this request are available in FY22 in the account titled GEER II-CRRSA ACT 2021, as follows:

	<u>FY22</u>
06-56-56-562010-19590000-072-509073 Grants-Federal	1,350,000
06-56-56-562010-19590000-102-500731 Contracts for Program Services	<u>1,150,000</u>
Total	2,500,000

EXPLANATION

KLEO, Inc. (ClassWallet) is the known leader in administration of digital wallet services that are required to support the New Hampshire Department of Education in the administration of this program. This contract amendment is to extend the time period and increase the contract amount of the program, Yes! Every Student, to facilitate economically disadvantaged students and students with disabilities to receive tuition support and tutoring from New Hampshire certified educators and qualified special education service providers. This program was very popular in 2021. Once the program was launched, the full contract value was quickly awarded to students across New Hampshire. Because of the high demand for these learning loss supports, we are allocating addition funds to the program that are available through federal COVID relief funds.

As a result of the negative economic impact of the COVID-19 pandemic and the resulting employment dislocation that occurred in the Spring of 2020, the educational opportunities of many low income families, including a disproportionate percentage of minority families and families with students with disabilities, were put in jeopardy. Many families made significant financial sacrifices as a result of the pandemic in order to allow their children to continue on their pre-pandemic successful education pathways. Sustaining these short-term sacrifices will be difficult and the YES! Program will allow those families, as well as new families for whom educational pathways were disrupted by the pandemic, to keep their children on a strong educational trajectory as the economic circumstances recover.

Yes! Every Student program policy details:

*Category 1:*

- *Eligible students:* Private school students (new or current) under 250% poverty or with a disability
- *Scholarship amount:* \$5,000 for a full-time education program
- *Eligible uses and education providers:* Tuition and fees at Department-approved non-public schools

*Category 2:*

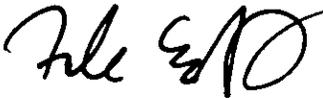
- *Eligible students:* Non-public school students (new or current) under 400% poverty
- *Scholarship amount:* \$2,500 for a full-time education program
- *Eligible uses and education providers:* Tuition and fees at Department-approved private schools

*Category 3:*

- *Eligible students:* Public school students under 400% poverty or with a disability
- *Scholarship amount:* \$1,000 for supplemental services
- *Eligible uses and education providers:*
  - Tutoring provided by Department-certified educators
  - Special education therapies and services provided by Department-certified special education teachers or licensed therapists

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Kleo, Inc., Hollywood, Florida, hereinafter "the Contractor", and pursuant to an agreement approved by the Governor on April 12, 2021, for Yes! Every Student as amended, and submitted to G&C on June 30, 2021 as Informational Item Z, hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing December 31, 2022 and replacing with December 31, 2023.
2. Amend Section 1.8 of form P-37 by increasing the price limitation by \$2,500,000 from \$2,000,000 to \$4,500,000.
3. Amend Exhibit C by removing Source of Funding and replacing with the below:  
**Source of Funding:** Funds to support this request are available in the account titled CARES Act #3 Governor's Ed Fund (GEER) and GEER II-CRRSA ACT 2021, as follows:

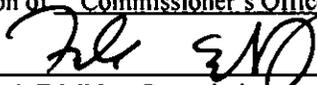
	FY'21	FY'22
06-56-56-562010-19120000-072-509073 Grants-Federal	\$559,999.92	\$0
06-56-56-562010-19120000-102-500731 Contracts for Program Svcs	\$1,440,000.08	\$0
06-56-56-562010-19590000-072-509073 Grants-Federal	\$0	\$1,350,000.00
06-56-56-562010-19590000-102-500731 Contracts for Program Svcs	\$0	\$1,150,000.00
Total	\$2,000,000.00	\$2,500,000.00

7. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
8. This amendment shall commence upon Governor and Council approval and shall terminate on December 31, 2023.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By:  11-16-21  
Frank Edelblut, Commissioner of Education Date

Kleo, Inc.  
By:  11/11/2021  
James Rosenberg, CEO Date

STATE OF N/A COVID 19

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, N/A COVID 19, the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

N/A COVID 19  
Notary Public/Justice of the Peace

\_\_\_\_\_  
Commission Expires

Approved as to form, substance and execution by the Attorney General this 16<sup>th</sup> day of November, 2021

  
Christopher Bond, Attorney General's Office

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KLEO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 15, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 851263

Certificate Number: 0005334020



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CLASSWALLET

11-12-2021

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation.

*Lydia Vazquez*

\_\_\_\_\_  
Signature

Lydia Vazquez

\_\_\_\_\_  
Name

Renewal Manager

\_\_\_\_\_  
Title

11-12-2021

\_\_\_\_\_  
Date

6100 Hollywood Blvd., Suite 108  
Hollywood, FL 33024

877-969-5536

[www.classwallet.com](http://www.classwallet.com) | [info@classwallet.com](mailto:info@classwallet.com)

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
KLEO INC.**

Pursuant to Section 141(f) of the Delaware General Corporation Law, the undersigned, being all of the members of the Board of Directors (the "Board") of Kleo Inc., a Delaware corporation (the "Corporation"), waiving all notice, hereby consent to, vote in favor of and adopt the following resolutions by written consent (this "Consent")

**RESOLVED** that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Signature
James F Rosenberg	CEO	
Neil Steinhardt	President	

**GENERAL RESOLUTIONS**

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and directed, in the name of and on behalf of the Corporation, to take all such action and to execute all such documents as such officers may deem necessary or appropriate for the consummation of the transaction contemplated by the resolutions adopted hereby and any actions previously taken by such Authorized Officers in furtherance of the resolutions adopted hereby are hereby ratified, approved and confirmed in all respects. This Consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same written consent. Any copy, facsimile or other reliable reproduction of this action (including, without limitation, transmission by .pdf or email) may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**IN WITNESS WHEREOF**, the undersigned, constituting the full Board of the Corporation, have executed this Consent to be effective as of the last date set forth below, and hereby direct that this Consent be filed with the minutes of the proceedings of the Board.

**DIRECTORS:**

<i>William Guttman</i> _____	04/01/2021 _____
William Guttman	Date
 _____	04/01/2021 _____
Eric Reiter	Date
 _____	04/01/2021 _____
James Rosenberg	Date
<i>Neil Steinhardt</i> _____	04/01/2021 _____
Neil Steinhardt	Date



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Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

June 3, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, and suspend the Manual of Procedures 150, V., B., 1., requirement, Governor Sununu has authorized the Department of Education (DOE) to enter into a **sole source** contract with KLEO, Inc. (ClassWallet), (Vendor Code #333447), Hollywood, FL, in an amount not to exceed \$2,000,000 to implement the Yes Every Student! Program ("YES!"), effective upon Governor approval through December 31, 2022. 100% federal funds.

Funds to support this request are available in the account titled CARES Act #3 Governor's Ed Fund (GEER I), as follows:

	FY21
06-56-56-562010-19120000-072-509073 Grants-Federal	\$ 559,999.92
06-56-56-562010-19120000-102-500731 Contracts for Program Svcs	\$1,440,000.08

**EXPLANATION**

This request is **sole source** because KLEO, Inc. (ClassWallet) is the known leader in administration of digital wallet services that are required to support the New Hampshire Department of Education in the administration of this program.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
June 3, 2021

As a result of the negative economic impact of the COVID-19 pandemic and the resulting employment dislocation that occurred in the Spring of 2020, the educational opportunities of many low income families, including a disproportionate percentage of minority families and families with students with disabilities, were put in jeopardy. Many families made significant financial sacrifices as a result of the pandemic in order to allow their children to continue on their pre-pandemic successful education pathways. Sustaining these short-term sacrifices will be difficult and the YES! Program will allow those families, as well as new families for whom educational pathways were disrupted by the pandemic, to keep their children on a strong educational trajectory as the economic circumstances recover. The Department will provide direct relief to families through scholarship organizations to these in-need families through a transitional year as the economic circumstance rebound. These direct scholarship opportunities will allow those students to have an undisrupted educational pathway.

Scholarships will be funded by \$2 million of the CARES Act's GEER I, as was announced last spring.

**Scholarship program policy details:**

*Category 1:*

- *Eligible students:* Private school students (new or current) under 250% poverty or with a disability
- *Scholarship amount:* \$5,000 for a full-time education program
- *Eligible uses and education providers:* Tuition and fees at Department-approved private schools

*Category 2:*

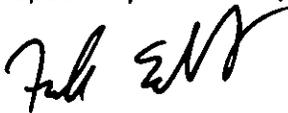
- *Eligible students:* Private school students (new or current) under 400% poverty
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*Category 3:*

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  - Tutoring provided by Department-certified educators
  - Special education therapies and services provided by Department-certified special education teachers or licensed therapists

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

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Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

April 12, 2021

His Excellency, Governor Christopher T. Sununu  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Education (NH DOE) to enter into a **sole source** contract with KLEO, Inc. (ClassWallet), (Vendor Code #333447), Hollywood, FL, in an amount not to exceed \$2,000,000 to implement the Yes Every Student! Program ("YES!"), effective upon Governor approval through December 31, 2022. 100% federal funds.

Funds to support this request are available in the account titled CARES Act #3 Governor's Ed Fund (GEER I), as follows:

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His Excellency, Governor Christopher T. Sununu  
April 12, 2021

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Scholarships will be funded by \$2 million of the CARES Act's GEER I, as was announced last spring.

**Scholarship program policy details:**

**Category 1:**

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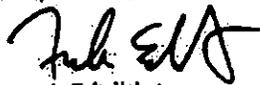
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- **Eligible students:** Public school students under 400% poverty or with a disability
- **Scholarship amount:** \$1,000 for supplemental services
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  - Tutoring provided by Department-certified educators
  - Special education therapies and services provided by Department-certified special education teachers or licensed therapists

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05 and suspend the Manual of Procedures 150, V., B., 1., requirement.

4.12.21

Date



Governor Christopher T. Sununu

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name KLEO, INC.		1.4 Contractor Address 6100 Hollywood Blvd. Suite 108 Hollywood, FL 33024	
1.5 Contractor Phone Number 1-877-969-5536	1.6 Account Number See Exhibit C	1.7 Completion Date 12/31/22	1.8 Price Limitation \$2,000,000
1.9 Contracting Officer for State Agency Frank Edelblut		1.10 State Agency Telephone Number 603-271-3144	
1.11 Contractor Signature   Date: 4/13/21		1.12 Name and Title of Contractor Signatory Jamie Rosenberg, CEO	
1.13 State Agency Signature   Date: 4-13-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 4/13/21 Christopher Bond			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**

**Special Provisions**

Additional Exhibits D-G

Section 4 is hereby revised to read as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. In the case of such notice of a reduction or termination of appropriated funds, the Contractor shall have the right to immediately suspend performance hereunder and the provision of Services upon notice to the State. If such reduction or termination of appropriated funds continues for a period of thirty (30) days, the Contractor shall have the right to terminate this Agreement immediately upon notice to the State. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

Section 6.3 is hereby revised to read as follows:

6.3 The Contractor agrees to permit, upon reasonable prior notice and during regular business hours, the State or United States access to those of the Contractor's books, records and accounts necessary to the purpose of ascertaining compliance with all rules, regulations and orders pertaining to, and the covenants, terms and conditions of, this Agreement.

Section 8.1.1 is hereby revised to read as follows:

8.1.1 failure to perform the Services in accordance with criteria for acceptance under this Agreement or on schedule;

Section 8.1.2 is hereby revised to read as follows:

8.1.2 failure to submit any material report required hereunder;

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Date *1/13/21*

Section 8.1.3 is hereby revised to read as follows:

8.1.3 material failure to perform any other covenant, term or condition of this Agreement;

Section 8.4 is hereby added as follows:

8.4 Contractor shall be excused from performance of the Services during any period where payment is withheld by the State. If the State withholds payment for a period longer than thirty (30) days, Contractor may terminate this Agreement upon notice to the State and shall be permanently excused from performance of the Services.

Section 10 is hereby revised to read as follows:

**10. INTELLECTUAL PROPERTY, DATA, ACCESS, CONFIDENTIALITY, PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. For the avoidance of doubt, Data shall not include any of Contractor's intellectual property as discussed in Section 10.5, or transaction and experience information generated as a result of the performance of the Services.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10.4 For no additional consideration, Contractor grants the State a non-transferable, non-exclusive, royalty-free, fully paid license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of such rights and licenses embodied in or delivered to the State in conjunction with the Services throughout the term of this Agreement, as well as any renewals or extensions thereto. Except for the preceding licenses, all rights in the Services and concomitant intellectual property rights remain with the Contractor.

10.5 All worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, moral rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights and other interests in any intellectual property owned, developed, or licensed by Contractor as of the date

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hereof, or developed by or on behalf of Contractor pursuant to this Agreement, together with any improvements or derivatives thereof, shall be owned by and reserved in the party developing (or otherwise owning) such intellectual property rights, which ownership and reservation shall continue during the term of this Agreement and following termination. Nothing in this Agreement constitutes a work for hire, none of Contractor's intellectual property rights or other intellectual property owned or licensed by Contractor or developed by or on behalf of Contractor pursuant to this Agreement, shall be considered a work made for hire in favor of the State or any other party, and nothing in this Agreement constitutes an agreement by either party to assign or otherwise convey title or license to any existing or subsequently developed intellectual property rights or data to the other party except as explicitly set forth herein, and the State shall have no claim and shall make no claim of ownership or other interest therein (other than the limited license rights as explicitly set forth in Section 10.4, above).

10.6 Any work of authorship used by Contractor, to create the Services but which exists as a work independently of the Services, shall remain the property of the Contractor in all respects and no rights therein conveyed to the State or any party by virtue of their use in the creation of the Services.

Section 11 is hereby revised to read as follows:

#### **11. CONTRACTOR'S RELATION TO THE STATE.**

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for all purposes relevant to this Contract. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State, provided, notwithstanding the foregoing, that Contractor shall act as an agent for the State in respect of the program funds and the distribution of those funds on behalf of the State to or for benefit of recipients at the direction of the State, as set forth in EXHIBIT B. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

Section 12.2 is hereby revised to read as follows:

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. Provided, that the State hereby acknowledges that certain application processing services shall be subcontracted to Nelnet Business Solutions, Inc. d/b/a FACTS Management, which acknowledgement shall constitute notice and consent for purposes of this section. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

Section 13 is hereby revised to read as follows:

#### **13. INDEMNIFICATION.**

Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs

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for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees by a third party, to the extent arising out of the negligent and/or reckless acts or omissions of the Contractor or subcontractors which constitute breach of this Agreement, provided, for purposes of clarity, that the Contractor shall have no obligation to indemnify or hold harmless the State, its officers or employees from any claims by a third party, or any liabilities or costs arising therefrom, in respect of the program to which this Agreement pertains which do not involve the negligent and/or reckless acts or omissions of the Contractor or subcontractors constituting breach by the Contractor of the terms of this Agreement. In no event will Contractor's liability to the State arising out of or relating to this Agreement (other than in respect of indemnity in respect of third party claims described above) exceed two times the aggregate amounts paid or payable to the Contractor pursuant to this Agreement in the twelve-month period preceding the event giving rise to the claim. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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## EXHIBIT B

### SCOPE OF SERVICES

- I. **Objective:** Kleo, Inc. ("ClassWallet") shall provide software and application processing services for the offering and support of a user-friendly, online platform that may be used by the Client to process application and grant awards of Funds to eligible students (the "Program"). Client shall establish the criteria defining eligible students ("Eligible Students"). For each approved application, the Eligible Students will receive Funds through the online platform.
- II. For purposes of this Scope for Services, the following terms shall be defined to mean:
  1. Applicant(s): Parent(s) or legal guardian(s) applying for a grant through the Application System on behalf of their school age student(s).
  2. Application System: online platform through which Applicants submit requested information.
  3. Client Administrator: Client staff designated to oversee matters related to performance of this Agreement.
  4. Fiscal Management and Payment System: online platform for Users to receive grants and use grants to make payments for eligible expenses as determine by the Client.
  5. Funds: The grant amounts made available to Applicants from the GEER program for allowable uses. Amounts will vary based upon applicable Program Criteria.
  6. Platform: Umbrella term referring to all components including Application System, Fiscal Management and Payment System and Marketplace, online support and training, and online reporting services.
  7. Submitted Application: The information required to determine program eligibility collected from the Applicant that has been provided in an application which the Applicant has submitted in the Application System.
  8. Users: Applicants that have been awarded Funds and are using the Fiscal Management and Payment System
- III. **Scope and Deliverables:** ClassWallet shall provision a platform for use by the Client process applications and distribute Funds to Eligible Students and for the Users to access and use Funds (collectively, "the Platform"). The Platform shall include:
  1. Application System;
  2. Fiscal Management and Payment System;
  3. Reporting; and
  4. Training.
- IV. **The Application System** shall meet the following specifications:
  1. Allow the Client to create and customize an application form.
  2. Ability for Applicants to input and upload data and forms including, but not limited to, Internal Revenue Service tax forms, TANF, SNAP and Individualized Education Plans documentation
  3. Ability for Applicants to input personal information for multiple students in household on the same application.
  4. Provide verification review of income based on data input by the Applicant, and identify the potential need for further review and processing.
  5. Compare Applicant reported income to income thresholds defined by the Client to determine whether Applicant meets Client's eligibility requirements.

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6. Provide verification of guardianship of eligible students.
7. Allow electronic verification and acknowledgment by the Applicant of required assurances and rules.
8. Allow Applicant to start and stop an application mid-stream and save information to be able to resume later.
9. Provide stages of approval based on existing system and reporting capabilities. This may include: Application Submitted, Documentation Submitted, Review Status, Application Complete, Award Assigned, Award Notification, and Award Acceptance.
10. Allow a Client administrator to view application status, including what applications are in process, income over guideline, incomplete, or approved.
11. Generate an acceptance or denial letter to Applicants.
12. Bundle siblings into the same Applicant user account.

V. **The Fiscal Management and Payment System** for the Program shall provide the following:

1. Notional Virtual Wallet Account ("Account")
  - a. Through ClassWallet, each User is provided an Account. The Client allocates a balance to each Account which indicates to the User how much they are able to spend. Users can access and view their balance through electronic devices, including computers, tablets or smartphones (subject to compatibility as set forth in the Hardware/Operating System Specification in Section X).
  - b. Users can spend the funds in their Account through the Platform's online ACH bill pay transaction ("DirectPay") for school tuition and service provider fees.
  - c. Accounts can be:
    1. Loaded periodically, at such frequency and in such amounts as the Client determines appropriate, in accordance with rules established by the Client.
    2. Suspended
    3. De-funded, and funds returned to the Client
  - d. The User cannot make deposits into their Account. Only Clients can fund Accounts.
2. DirectPay for school tuition and service provider fees
  - a. Schools and service providers may link to the Platform in order to receive ACH payments by providing banking information via web access on the Platform.
  - b. ClassWallet does not store any banking information of schools and service providers.
  - c. Client may review school and service provider requests to connect to the Platform and make a determination to approve or reject such requests.
  - d. Users can upload documentation provided by the schools and service providers (e.g. invoices) into the Platform using the ClassWallet mobile application and their phone camera, or a desktop scanner.
  - e. Clients will have the ability to review documentation via web access and approve or deny payment requests through the ClassWallet administration dashboard, or can set default authorizations on an automated basis subject to rules established by the Client.
  - f. ClassWallet automates the ACH payment to the school and service provider bank accounts.
  - g. ClassWallet charges 2.5% processing fee per DirectPay transaction.
3. Categorization: The Platform shall provide the ability for the Client to establish categories for types of purchases and require Users to select a category as part of each payment / check out experience.
4. System Availability: ClassWallet will use commercially reasonable efforts to target that the Platform will meet a 99.9 % daily availability level (calculated as a monthly average). ClassWallet may schedule planned maintenance activities of its systems, including the Platform, which shall be exempt from availability calculations. ClassWallet shall use when

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possible, commercially reasonable precautions to minimize any adverse impact to the Platform as a result of any such planned outages and shall make commercially reasonable efforts to limit planned outages to "off - peak" time periods considering the services that may be impacted by any such planned outage.

5. Fiscal Management and Payment System Reporting: ClassWallet shall make the following reports available via the Platform:
  - a. Listing of current User Accounts.
  - b. Detail summaries of purchases and amounts.
  - c. Aggregate User Account balances.
  - d. Year-end close-out of Accounts and balances.

**VI. Role of the Client.** The Client shall:

1. Be solely and exclusively responsible for all matters relating to the Program administration, including but not limited to: determining which Users are eligible for grants, determining which schools and service providers are eligible to be connected to the Platform in order to receive payment, the size of each grant for each User, and all matters relating to the governance and monitoring of the Program eligibility and permissible use of funds relative to the Program, including the use of funds on the Platform by Users.
2. Provide ClassWallet with a complete list of Users eligible to receive Funds through the Fiscal Management and Payment System and the amount of each such Fund ("User List").
  - a. The User List shall contain, but not be limited to: first name, last name, address, email address, phone number and Fund dollar amount.
  - b. The Client shall have the ability to provide updated User Lists at a mutually agreed upon frequency.
3. Provide ClassWallet a deadline date by which Users must use Funds (the "Deadline").
4. Be solely and exclusively responsible for authorizing all payments made on the Platform either through a pre-approval workflow provided through the Platform or by explicit instruction to ClassWallet regarding which type of transactions are authorized for settlement without pre-approval.

**VII. Account Funding Terms.** The Client authorizes ClassWallet to act as an agent for the Client to facilitate the distribution of funds to or for benefit of the Users at the direction of the Client. By acting as a conduit between the Client and the Users, ClassWallet exercises no control over the funds other than as contemplated herein.

1. ClassWallet shall provide that the funds collected from the Client be held in a segregated account (the "ClassWallet Segregated Account") solely for the purpose of collecting funds from the Client, and remitting them to the Users or to other parties, as may be directed or permitted by the Client in accordance with the terms of this Agreement
  - a. All funds in the ClassWallet Segregated Account shall be the property of the Client.
  - b. ClassWallet will not commingle its own funds in the ClassWallet Segregated Account.
  - c. ClassWallet will not use the funds in the ClassWallet Segregated Account for its own benefit.
2. The Client shall be responsible for depositing funds in the ClassWallet Segregated Account sufficient to meet and maintain the total Program amount requirements. Client shall ensure

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that the ClassWallet Segregated Account has sufficient available funds to cover all approved transactions. ClassWallet shall have no obligation to process any transaction that exceeds the present available balance in the ClassWallet Segregated Account. If Client has approved a transaction that exceeds the amount of available funds in the ClassWallet Segregated Account, Client is responsible for notifying affected Users that their transactions may not be processed or may be subject to delay.

3. If Client removes the balances from 100% of Accounts, then Client shall not be required to maintain funds on deposit for the related account.
4. Upon termination of the Agreement, ClassWallet shall return to Client any remaining fund balance within thirty (30) days of the termination date.

VIII. **Customer Service:** ClassWallet shall use commercially reasonable efforts to provide customer service which shall include:

1. Application System customer service representatives available from 9:00 a.m. to 6:00 p.m. (Eastern Time) Monday through Friday, excluding Federal bank holidays, via email, chat, and phone; and
2. Fiscal Management and Payment System customer support from 8:00 a.m. to 8:00 p.m. (Eastern Time), Monday through Friday, excluding Federal bank holidays, and 10:00 a.m. to 4:00 p.m. (Eastern Time) Saturday via email, web-based chat application and phone.

IX. **Training:** ClassWallet shall create and deliver reasonable training for Clients and Users in such cadence and frequency, and through such means, as may be mutually agreed upon by ClassWallet and Client.

X. **Hardware/Operating System Specification:** ClassWallet shall make commercially reasonable efforts to provide for Platform compatibility with current version and the two (2) previous versions ("N-2") of widely-used device platforms and software. The table below represents a current example of commonly used systems and versions:

Platform	Operating System
Windows	Version 7,8,10
Apple	Mac OS 10+
Chromebook	Chrome OS 59+
iOS	iOS 11+

XI. **Web Browser Specifications:** ClassWallet shall make commercially reasonable efforts to provide for Platform compatibility with current-version market-available web browsers including, but not limited to:

1. Google Chrome,
2. Microsoft Edge, Microsoft Internet Explorer 11 (partial support),
3. Firefox, and
4. Safari.

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## EXHIBIT C

### Method of Payment

#### Fees

- One time implementation: \$10,000.00
- Annual service fee: \$10.00 per Eligible Student
- Submitted Application fee: \$53.00
  - The Submitted Application service fee is a per family / household fee, not per student, and includes administrative support for the processing of all Applications, Applicant customer support, processing, file transfers, and Grant award and denial management and Applicant notification. No fee will be charged for Applications which are not submitted.
- DirectPay transaction fees: 2.5% charged to the school and service provider payee on a per transaction basis. The Client is not responsible for this fee.

#### Billing Schedule

- Due on execution
  - The one-time implementation fee of \$10,000; and
  - A Submitted Application service fee for the first 300 Submitted Applications: \$15,900 (300 x \$53.00)
- Due by invoice
  - Submitted Application fee of \$53.00 per each Submitted Application in excess of the first 300, invoiced monthly
  - Annual support of fee of \$10 per Eligible Student invoiced when ClassWallet receives the User List from the Client

**Limitation on Price:** The State's obligation under this contract, inclusive of Funds paid to Applicants, shall not exceed \$2,000,000.

**Source of Funding:** Funds to support this request are available in the account titled CARES Act #3 Governor's Ed Fund (GEER), as follows:

	FY21
06-56-56-562010-19120000-072-509073 Grants-Federal	\$ 559,999.92
06-56-56-562010-19120000-102-500731 Contracts for Program Svcs	\$1,440,000.08

Payment will be subject to funds availability. In the event that funds are not available, NH DOE shall immediately notify ClassWallet. Invoices and reports shall be submitted to:

Frank Edelblut, Commissioner of Education  
NH DOE  
101 Pleasant Street  
Concord, NH 03301  
[Louis.F.Edelblut@doe.nh.gov](mailto:Louis.F.Edelblut@doe.nh.gov)

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## EXHIBIT D

### Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

#### **Breach**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **Fraud and False Statements**

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

#### **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Date *7/13/21*

## Exhibit E

### Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  2. Does not have a proposed debarment pending;
  3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

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**Exhibit F**

**Anti-Lobbying**

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials *JR*  
Date *4/13/21*

## Exhibit G

### **Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality**

#### **Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

#### **Confidentiality**

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

#### **Ownership of Intellectual Property**

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials *JR*  
Date 4/13/21

**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KLEO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 15, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 851263

Certificate Number: 0005334020



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2021.

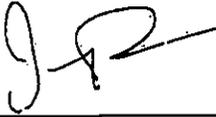
A handwritten signature in black ink, appearing to read "William Gardner".

William M. Gardner  
Secretary of State

**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
KLEO INC.**

Pursuant to Section 141(f) of the Delaware General Corporation Law, the undersigned, being all of the members of the Board of Directors (the "Board") of Kleo Inc., a Delaware corporation (the "Corporation"), waiving all notice, hereby consent to, vote in favor of and adopt the following resolutions by written consent (this "Consent")

**RESOLVED** that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Signature
James F Rosenberg	CEO	
Neil Steinhardt	President	

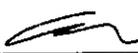
**GENERAL RESOLUTIONS**

**RESOLVED**, that the Authorized Officers be, and each of them hereby is, authorized and directed, in the name of and on behalf of the Corporation, to take all such action and to execute all such documents as such officers may deem necessary or appropriate for the consummation of the transaction contemplated by the resolutions adopted hereby and any actions previously taken by such Authorized Officers in furtherance of the resolutions adopted hereby are hereby ratified, approved and confirmed in all respects. This Consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same written consent. Any copy, facsimile or other reliable reproduction of this action (including, without limitation, transmission by .pdf or email) may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**IN WITNESS WHEREOF**, the undersigned, constituting the full Board of the Corporation, have executed this Consent to be effective as of the last date set forth below, and hereby direct that this Consent be filed with the minutes of the proceedings of the Board.

**DIRECTORS:**

<i>William Guttman</i> _____	04/01/2021 _____
William Guttman	Date
 _____	04/01/2021 _____
Eric Reiter	Date
 _____	04/01/2021 _____
James Rosenberg	Date
<i>Neil Steinhardt</i> _____	04/01/2021 _____
Neil Steinhardt	Date



KLEOINC-01

JAN

# CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)  
3/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acisure, LLC d/b/a InSource 8500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2887	<b>CONTACT</b> PHONE: (305) 670-6111	FAX: (305) 670-9699
	EMAIL: email@insource-inc.com	
<b>INSURED</b>  Kleo, Inc. dba ClassWallet 6100 Hollywood Blvd Hollywood, FL 33024	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Twin City Fire Insurance Co.      NAIC # 29459	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF. DATE (mm/dd/yyyy)	POLICY EXP. DATE (mm/dd/yyyy)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES FOR: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC OTHER:			12/1/2020	12/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Per person) \$ 10,000 PERSONAL & ADJ INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:    RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe in the DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER. <input type="checkbox"/> OTHER \$L EACH ACCIDENT \$ \$L DISEASE - EA EMPLOYEE \$ \$L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301-3880	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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