

MEMORANDUM OF UNDERSTANDING

Between

GREEN DOT PUBLIC SCHOOLS TENNESSEE

and

SAM WILLIAMS

The Parties

This Memorandum of Understanding ("Agreement") is entered into by and between, **Green Dot Public Schools Tennessee** ("Green Dot"), with its principal place of business at 4950 Fairley Road, Memphis, Tennessee, and Sam Williams, ("Williams", collectively referred to with Green Dot as the "Parties"), at 1234 Vinton Ave, Memphis, TN 38104.

Purpose

Subject to the terms and conditions of the Agreement, Williams grants to Green Dot a non-exclusive, non-transferable license to use the software systems created by Williams for the purpose of entering, tracking, and analyzing student data, including student discipline data ("Licensed Programs"). Green Dot may use the Licensed Programs in executable format for its own use, and may translate or modify the Licensed Programs or incorporate them into other software. Green Dot may not, however, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

Term and Termination

It is agreed and understood that Williams shall begin performance of duties on August 11, 2017 ("Execution Date"), and this Agreement and the license granted hereunder shall remain in force except upon termination. The Parties may terminate this Agreement if either of the Parties is in default of any of the terms and conditions of this Agreement and fails to correct such default within thirty (30) days after written notice thereof from the Parties.

Duties

Williams shall, to the best of its abilities, support Green Dot in a timely manner with resolving issues with the use and integration of the Licensed Programs.

Williams shall perform its duties set forth under this Agreement in a safe and professional manner. Williams shall be responsible for the acts and omissions of all of Williams' personnel, if any, in connection with the Agreement.

Ownership of Materials

Williams agrees that all student and Green Dot lists, e-mail addresses used by Green Dot employees or students, services, products, student records, plans, reports, marketing, expansion, technology, and processes of Green Dot are valuable, special, and unique assets of Green Dot (collectively "Confidential Information"). Williams acknowledges it may have access to, and knowledge of, Confidential Information, and that access to, and knowledge of, Confidential Information is essential to the performance of its duties under this Agreement. In consideration of Williams' access to this Confidential Information, Williams agrees that, except as specifically authorized, in writing, by Green Dot, Williams shall not, directly or indirectly, (i) disclose any Confidential Information to any person or entity, (ii) make use of any Confidential Information for its own purposes or for the benefit of any other person or entity, other than Green Dot.

Green Dot retains and reserves all rights of ownership and use of all data, records, and reports (collectively "Work Product"), Confidential Information, and any facsimile of them, whether in existence at the Execution Date hereof or compiled thereafter in the course of performing services. Williams shall not make use of the work product or any portion thereof without the expressed prior written authorization of Green Dot. Upon termination of this agreement or written request by Green Dot at any time, Williams shall promptly deliver all Work Product in electronic format, while making sure to delete all facsimiles of the work product in electronic format still accessible by Williams, and in such hard copy as exists on the date of the request by Green Dot.

Confidential Information shall survive any termination of this Agreement.

Use of the Green Dot Brand

Williams shall not use the name, insignia, or any facsimile of Green Dot material for any purpose, without the express prior authorization of Green Dot. Williams shall not use for any material purpose, including, but not limited to, advertising, client list, or references, any of Green Dot's intellectual property, name, insignia, trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, or any facsimile of Green Dot, and any common law rights pertaining thereto, without prior written consent from Green Dot.

Transfer, No Conflict of Interest

This Agreement is confidential to the extent allowable by law and shall not be transferred, communicated, or delivered to a third party, without the express prior written authorization of Green Dot.

During the entirety of this Agreement, Williams shall not accept work, enter into a contract or agreement, or accept an obligation that is inconsistent or incompatible with Williams' obligations to Green Dot under this Agreement. Williams warrants and represents that, to the best of Williams' knowledge, there is no other contract or duty on Williams' part that conflicts with or is inconsistent with this Agreement.

Status and Representation

None of the terms set forth in this Agreement will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between Green Dot and Williams.

Williams is not entitled to any of the benefits that Green Dot provides its employees, including, but not limited to, medical, dental, vision, workers' compensation, disability insurance, vacation, or sick pay. Williams shall be responsible for providing, at Williams' expense, and in Williams' name, disability, workers' compensation, or other insurance as well as licenses, credentials, and permits usual or necessary for performing the services required under this Agreement.

Neither Green Dot nor Williams shall have any right, power, or authority to create any obligation, expressed or implied on behalf of the other.

Williams represents that Williams has the qualifications and ability to perform the services in a professional manner, without the control or supervision of Green Dot.

Compliance with Law

Williams shall comply with all federal, state, and local, laws, rules, and regulations in relation to the direct performance of the assigned duties by Green Dot.

Governing Law, Good Faith, & Attorneys' Fees

This Agreement shall be performed and construed under the laws of the State of Tennessee without regard to its conflicts of laws provisions.

The undersigned parties jointly and severally agree to execute the terms and conditions of this Agreement in good faith and to the best of their ability.

Each party shall pay its own attorneys' fees associated with any potential mediation, arbitration, and/or litigation.

The undersigned persons are authorized by the Parties to sign this Agreement, and have read and fully understand the foregoing, and it is their intent to be bound by the terms and conditions herein.

Severability

In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable in any circumstance, the remainder of this Agreement, and the application of such provision in any other circumstance, will not be affected thereby. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Amendments

The terms and conditions of this Agreement or and any other documents referenced herein may not be amended, waived or modified, except in a writing signed by both Parties.

Headings

The headings of sections of this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement in any way.

Counterparts

This Agreement may be executed in counterparts, all of which when taken together constitute a single agreement.

Entire Agreement & Merger

This Agreement and any other documents referenced herein, memorializes the full terms and conditions of the Agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all other communications, including but not limited to, all prior agreements and any preprinted forms, between the Parties with respect to such subject matter.

ACCEPTED AND AGREED:

SAM WILLIAMS



Signatory

DATE: 10/23/17

Sam Williams

Signatory Printed Name

Green Dot Public Schools

Lameika Pegues
Director of Student Services
Green Dot Public Schools Tennessee

DATE: _____