

**SMART FACTORY BELIEVERS GIFT AGREEMENT
BETWEEN
DELOITTE CONSULTING LLP AND TURNER USD 202, KANSAS CITY, KANSAS**

This Gift Agreement (this “Agreement”) is entered into as of December 2023 (the “Effective Date”) by and between DELOITTE CONSULTING LLP (hereinafter referred to as the “**Donor**”), and TURNER USD 202 (the “**School District**”) (hereinafter referred to as the “**Recipient**”). The Donor and the Recipient desire to enter into this Agreement to evidence the terms of a gift from Donor and Donor’s personnel to the Recipient (the “**Gift**”) for the purpose set forth below. As of the date of this Agreement, the Donor and the Recipient agree as follows:

1. The Gift is **30** Smart Rover Kits, which is largely comprised of the Elenco Snap Circuits® and includes the below components. The Gift may also include the donation of computer monitors, computer keyboards, computer mice, and portable power packs (hereinafter referred to as the “**Peripherals**”) as mutually agreed upon by Donor and the Recipient. The Smart Rover kits and Peripherals are solely intended to be used in a classroom setting for educational purposes and only under the direct supervision of teachers that have attended the preparation session.

Each Smart Rover Kit will include the following items in individual packaging:

- 1 - Raspberry Pi/Camera Assembly in Custom Housing with flashed SD card
 - 1 - Instruction Manual
 - 1 - HDMI to Micro HDMI Cable
 - 1 - Rover Body
 - 1 - Base Grid
 - 2 - 1-snap wire
 - 6 - 2-snap wire
 - 2 - 3-snap wire
 - 1 - 4-snap wire
 - 1 - 5-snap wire
 - 1 - 6-snap wire
 - 1 - 7-snap wire
 - 1 - 0.02 microF capacitor
 - 1 - 100 microF capacitor
 - 1 - White LED
 - 1 - Slide Switch
 - 1 - Motor Control IC
 - 1 - Horn
 - 6 - Jumper Wires
 - 1 - Selector
 - 1 - Press Switch
 - 1 - Phototransistor
 - 4 - 1k Resistor
 - 1 - SD USB adapter
2. If any provision of this Agreement is found to conflict with or violate any federal or state law or regulation, then that provision will be modified, to the extent possible, to bring this Agreement into compliance with the intent of the Donor and the Recipient.

3. The Recipient shall seek comments and obtain the prior written approval of the Donor before publishing any press release or other external announcement referencing specific information regarding the Donor's donations to the Gift. Recipient shall report semi-annually as to how the Gift has been used and shall share any reports analyzing and/or summarizing results from the use of the Gift.
4. The obligations of the Donor hereunder shall terminate immediately, with notice, if a governmental, regulatory or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or the Securities and Exchange Commission), or another entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision, the result of which would render performance of any part of this Agreement illegal or otherwise unlawful or in conflict or inconsistent with the rules relating to independence, conflicts of interest or professional practice. If such a termination of the obligations of the Donor occurs, the Recipient and the Donor shall reasonably cooperate with each other to fulfill the intent of this Agreement (to the extent permitted under applicable law or regulation).
5. Use of Logos and Trademark. Donor and Recipient will grant to each other a limited, non-exclusive license to use each other's logos and trademarks in connection with programs being offered as outlined in this agreement, which shall terminate when this agreement is terminated. The Parties will submit to the designees of each Party all materials that use a Party's name and/or logo for review and approval prior to publication in a print or online format. No other use may be made of a Party's logos and trademarks. Each Party shall retain all ownership rights in their respective logos and trademarks.
6. **Media Publications and Reporting.** All Parties will collaborate on any public announcements, press inquiries and media-related activities related to the agreement or the services provided through the agreement. Recipient will designate a contact person to work with Donor on media and marketing issues. Recipient will provide electronic copies of any such announcements, press inquiry responses and other media-related activities to Donor. In addition, Recipient will provide periodic summaries of activities related to this agreement. Without limitation of the foregoing, Recipient will comply with the provisions of **Attachment A**.
7. BY ACCEPTANCE OF THE GIFT, THE RECIPIENT, ON BEHALF OF ITSELF AND ITS STUDENT BODY, HEREBY RELEASES DONOR, ITS RESPECTIVE PARENTS, AFFILIATES AND SUBSIDIARIES, AND DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND PERSONNEL (HEREINAFTER THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY ARISING FROM THE ACCEPTANCE OF THE GIFT, POSSESSION OR USE/MISUSE OF THE GIFT, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE RELEASED PARTIES. THIS RELEASE SHALL INCLUDE BUT NOT BE LIMITED TO DAMAGES FOR ECONOMIC LOSS, INJURY, DISMEMBERMENT, DEATH OR ANY OTHER POSSIBLE LOSS OR DAMAGE WHICH MAY BE SUFFERED BY RECIPIENT BY THEIR ACCEPTANCE, POSSESSION OR USE/MISUSE OF THE GIFT. THE RELEASED PARTIES MAKE NO WARRANTIES

WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GIFT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE GIFT, ITS MERCHANTABILITY, OR IT'S FITNESS FOR ANY PARTICULAR PURPOSE. RECIPIENT ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY THE RELEASED PARTIES SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THE RELEASED PARTIES DO NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. This Agreement represents the entire agreement between the parties and supersedes any and all prior written or oral representations or agreements with respect to this subject matter.

IN WITNESS WHEREOF, the parties hereto have signed and thereby caused this Agreement to be duly executed effective as of the date written above.

DELOITTE CONSULTING LLP

By: Michael Gretczko, Principal

TURNER USD 202, KANSAS CITY, KANSAS

By: [SIGNOR]

APPROVED:

By _____
<<Other>>

ATTACHMENT A

Smart Factory Believers Marketing and Brand Guidelines

The District and/or school must seek prior approval from Donor's representative for any usage of logos and marks outside of any pre-approved materials provided. All participants of the Program should utilize the separately provided Smart Factory Believers templates for all internal and external-facing marketing and communications activities related to the Smart Factory Believers program. If the creation of new material is needed, the District and/or school should send a copy of the mockup to Donor for review and approval at least ten (10) business days prior to use of the material.

All participants of the Smart Factory Believers program are encouraged to consult the Smart Factory marketing team and Donor with any questions at SmartFactoryMarketing@deloitte.com.