

2ndOpp Media Group LLC
Statement of Work
and Terms and Conditions of Service

This Statement of Work and Terms and Conditions of Service (this “SOW”) is provided to the client described below (“Client”) by 2ndOpp Media Group LLC, a Georgia limited liability company (“2ndOpp”), to confirm Client’s engagement of 2ndOpp as an independent contractor to perform the services described below (the “Services”) in exchange for Client’s payment of fees identified below (the “Fees”).

Date:	October 24, 2022
Client:	Madison County MS Sheriff’s Office
Services:	<p>1. License of Re-entry Courses and Workbooks. 2ndOpp will provide to Client a one-year, nonexclusive, nontransferable, and non-sublicensable license to Client to use, a complete DVD set of the 2nd Opportunity Program., consisting of the following Re-entry Courses (which include informational text, videos, and quizzes) and physical workbooks, handouts, and other printed materials created by 2ndOpp, in each case for the limited purpose of educating detainees housed in Client’s facility: A Path Forward, A Path to Financial Freedom, Values-Aligned Goal Setting, A Path to Advanced Skills, and A Path to Higher Education. 2ndOpp will provide completion certificates to participants who have completed the Course(s).</p> <p>2. Trained Facilitator. 2ndOpp shall provide a trained facilitator to lead the classes. During the term of the year, this will amount to [9] cohorts (groups). Upon request, we will provide training and Facilitator Guides for your staff, in the event you elect to have them serve as facilitators..</p> <p>3. Re-Entry Support. Upon request, 2ndOpp will provide referrals for employment, housing, peer support, and mentoring to 2nd Opp course participants upon release.</p>
Fees:	<p>1. License of Re-entry Courses: One year term cost of \$860 per month license (Activity Packets) or \$975 per month license (Workbooks) fee due prior to program commencement. 5% discount for annual payment.</p> <p>2. Activity Packets or Workbooks: 200 workbook sets included with this agreement additional Activity Packets (\$5 each) or Workbook (\$14.00 each) are available.</p> <p>3. Re-Entry Support (as described above): Included.</p>
Facility Location(s):	Madison County MS Sheriff’s Office 2941 Highway 51 Canton, MS 39046
Performance Dates:	The licenses granted in this SOW shall take effect on the date that the Client has been given access to the Re-entry Courses and will automatically expire one (1) year later, unless renewed. Upon expiry of this agreement (and any extensions) the DVDs shall be returned by the client to 2 nd Opp or be required to pay an additional year under the terms of this agreement. Detainees provided with workbooks, handouts, and other printed materials shall be entitled to retain and use such workbooks subject to the terms, conditions, and limitations of this SOW and applicable law.

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Client's Notice Address:	Madison County MS Sheriff's Office 2941 Highway 51 Canton, MS 39046 Attn: [_____] Email: [_____]
2ndOpp's Notice Address:	103 Tivoli Gardens Road Peachtree City, Georgia 30269 Attn: Augie Ghilarducci Email: augie@2ndopp.com
Other Terms and Conditions:	<p>1. Cooperation. Each party agrees to reasonably cooperate with the other party to carry out and implement the terms and conditions of this SOW.</p> <p>2. No Unauthorized Use. All materials (including but not limited to presentations, Re-Entry Courses, workbooks, handouts, and other printed materials) provided by 2ndOpp in connection with the Services hereunder may not be copied, distributed, published, or used in any way except as contemplated by this SOW without prior written consent of 2ndOpp.</p> <p>3. No Other Representations. Neither party makes any other representations or warranties, whether express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, except as expressly set forth herein.</p> <p>4. Entire Agreement. This SOW comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.</p> <p>5. Arbitration. In the event a dispute shall arise between the parties to this contract it is hereby agreed that the dispute shall be referred for arbitration. Any disputes will be resolved in a court of competent jurisdiction in Madison County, Mississippi. The arbitrator's decision shall be final and binding and judgment may be entered thereon.</p> <p>6. Signatures. This SOW may be executed by signatures delivered electronically and in one or more counterparts, each of which shall be deemed an original, and all of which together shall be considered one instrument.</p>

AGREED TO as of this ____ day of _____, 20____, by authorized representatives of Client and 2ndOpp.

Client:

a/n, _____

By: _____
Name: _____
Title: _____

2ndOpp:

2ndOpp Media Group LLC,
a Georgia limited liability company

By: _____
Name: _____
Title: _____