EXHIBITS
EXHIBIT 1

Riverdale High School One2One Program Information

Overview

Pioneer Computers, Inc. (“Pioneer”) is pleased to offer a laptop computer checkout service to students. Laptops are available for the purpose of study, work, and research.

Limits & Availability

All students are eligible to participate in this program.

In the event all laptops are not leased to students, the reserve (excluding those held as repair backups) may be used to support faculty. Faculty checking out the laptops for school work will not be assessed a fee. Students using the leased laptops, however, will be assessed the insurance deposit fee if the laptop will be taken off school grounds. The faculty check out of a leased laptop will be for one academic term.

Pioneer currently leases 675 laptop computers. This number can increase based upon need and available resources. The leased laptop will include a carrying case and power supply/cord. The laptop will be loaded with all current operating systems, Office functions, and Antivirus/Anti-Spyware software.

Checkout Procedure

- A student leasing a laptop should read and sign a copy of the Pioneer Computer Lease Agreement. A copy of this agreement will be given to the student.
- A student leasing a laptop is required to present a valid school ID card. There are no exceptions to this policy unless approved by the Principal.
- At the time of checkout, the laptop should be inspected by the student to make sure it is intact and functioning properly. Verify that the power supply/cable is in the case. They will be responsible for the laptop after it leaves Pioneer.
- The student ID # and Laptop # will be included in the Leased Laptop Database.

Lease Period

The student will return the computer and all other equipment by the end of the due date or upon discharge. A charge of $5.00 per day will be assessed for any equipment returned after the due date.
Pioneer Student One2One Program Information (cont’d)

Check-in Procedure

- When returning the computer, the student should allow at least five minutes for the Pioneer staff to check the equipment.
- Remind the student that all information will be lost on the system and a back up should be done.
- Students must return the laptop to a Pioneer staff member. A laptop should not be left unattended at the counter.
- A staff member will verify that all parts are present and that the computer and all accessories are in good working order.
- The laptop will be booted up and checked for functionality upon return.
- The laptop will then be checked in on the Leased Laptop Database.
- Verify that the service tag # matches the case # on the Leased Laptop Spreadsheet.
- Pioneer staff will re-image the hard drive, clean the exterior of the laptop, and verify that Anti-Virus, Anti-spyware, and Windows Updates have been updated. The laptop will then be placed on the storage shelf.

Fines & Liability

- The student will return the computer and all other equipment by the end of the due date. A charge of $5.00 per day will be assessed for any equipment returned after the due date.
- At the end of the term of this Lease, the student will return the Computer to Pioneer in as a good condition as when received; wear from reasonable use is expected.
- The student will be responsible for any damage to the Computer while in the student’s possession, and shall pay Pioneer the value of the Computer or any part thereof, as may be lost, stolen, damaged, or destroyed. Removal or defacing of serial numbers or other identification markings shall constitute damage to the equipment.
- The student is responsible for making sure that the laptop is in working order and without physical damage when it is checked out.
- Under no circumstances should a student leave the laptop unattended.

Troubleshooting Problems & Questions

- If students experience problems with laptop hardware or application or have questions, they should contact the Pioneer Helpdesk at ext. 4357.
- The student will be fiscally responsible for damage to a laptop if he/she tries to troubleshoot problems.
Pioneer Student One2One Program Information (cont’d)

Disclaimer

- Pioneer is not responsible for damage to any removable drive (i.e. floppy, CD, or flash drive) or loss of data that may occur due to malfunctioning hardware or software.
EXHIBIT 2

Laptop # 500

COMPUTER LEASE AGREEMENT

STUDENT NAME:   Parker  Smith
FIRST                MIDDLE                LAST

STUDENT #  W4213865S

THIS LEASE is entered into between Pioneer Computer, Inc. and the Student for the lease of a Laptop Computer, Windows operating system, Microsoft Office, Norton Antivirus enterprise edition, associated cables and parts, and labor onsite warranty.

1. **Lease the Computer.** Pioneer leases the Computer to the Student for no charge. If the Student would like to take the laptop off school grounds, there is a $60.00 insurance deposit. Students are responsible for the purchase of expendable supplies, such as paper, removable disks, print cartridges, etc.

2. **Ownership.** Pioneer will deliver the Computer to the Student at the school at no cost to the Student; however, ownership of the Computer shall at all times remain with Pioneer.

3. **Maintenance.** Hardware support for the leased laptops will be provided by the warranty and maintained by Pioneer. Students will be allowed to borrow a reserve laptop (a limited number are in reserve) during periods while the leased machine is under repair.

4. **Storage and Distribution.** Laptops will be checked-in at the school when the Student leaves school at the end of the each semester. At this time, the laptop will be examined to ensure it is in working condition and that all parts are returned. Damaged and missing parts will be charged to the Student. The Student will download his or her data onto a disk and retain it because the same machine may not be reissued after the break.

5. **Obligations of the Student.** The Student promises Pioneer that during the term of the Lease:
Pioneer Student One2One Program Contract (cont'd)

(a) The Student will cause the Computer to be operated only in accordance with applicable instructions provided by the Pioneer representative or the manufacturer of the Computer and shall not modify the computer in any way.

(b) The Student will allow authorized personnel, at all reasonable times, to service or otherwise examine the condition of the Computer.

(c) The Student will be responsible for any damage to the Computer while in the Student’s possession and shall pay to Pioneer the value of the Computer, or any part thereof, as may be lost, stolen, damaged, or destroyed. Removal or defacing of barcodes, serial numbers, or other identification marking shall constitute damage to the equipment.

(d) At the end of the term of this Lease, the Student will return the Computer to Pioneer in as a good condition as when received; wear from reasonable use is expected.

(e) The Student will return the computer and all other equipment by the end of the due date. A charge of $5.00 per day will be assessed for any equipment returned after the due date.

6. Termination for Default. Pioneer may terminate this Lease, without notice or demand, if the Student damages the Computer under the terms of this Lease. Such termination, however, shall not release the Student from the payment of any damages sustained by Pioneer. If the Lease is terminated for abuse of the Computer, a representative of Pioneer may remove the Computer from the Student without liability to Pioneer.

7. Costs and Fees. The Student will be responsible for the payment of any reasonable costs and fees incurred by Pioneer in enforcing any of the terms of this lease.

8. Monitoring Notice. Pioneer retains the right to remotely activate the laptop in the case of a possible lost or stolen laptop. This remote activation will help protect Pioneer’s investment and ensure a quick recovery time.

9. Governing Law. This Lease will be governed by the laws of the State of Utah, and constitutes the entire agreement between Pioneer and the Student with respect to the furnishing of the Computer by Pioneer.
In consideration of Pioneer leasing the Computer to the above-named Student, the undersigned personally and unconditionally guarantees the payment and performance of, and agrees to be subject to, all the terms and conditions of this Lease until all obligations under the Lease are fulfilled, including payment of any reasonable costs and fees incurred by Pioneer in enforcing any of the terms of this Lease, and agrees that the execution of this Guaranty by the undersigned constitutes the transaction of business in the State of Utah.

STUDENT SIGNATURE  
Parker Smith

PARENT SIGNATURE  
(Required if Student under the age of 18)

END OF SCHOOL YEAR DUE DATE:  
Friday, May 24, 2014

ACKNOWLEDGED BY:  Pat Andrews  DATE:  9/17/13

INSURANCE DEPOSIT:  Yes:  X  No:  X
NOTICE

***The computers involved in this pilot program have the best technology currently available to learn and understand the needs of students. Part of this pilot program is tracking the use of the laptops. Consequently, each laptop has a shared link to Pioneer Computers, Inc. This link helps track the location, use, and other important information regarding the company’s large investment in America’s youth. ***

EXHIBIT 3

Company History

Pioneer Computers, Inc. is a successful company in computer innovation.

In 1998, Sam Kaufusi incorporated Pioneer Computers, Inc. S/he first employed ten people in a small building. Now Pioneer employs over 850 and serves more than sixteen states.

Pioneer
Computers, Inc.
122 N. Midway Ave.,
Tornahdo, Utah 84137
Phone: 385.322.4555
Fax: 385.322.4556
www.PioneerComp.com

More innovation per byte.
Parents –
If you have any questions pertaining to the laptop use contract, monitoring notice, insurance requirement, or any general information about the company, feel free to call. Our goal is to help our students, but by helping our students, we also aim to help you!

- Pioneer Computers, Inc.
EXHIBIT 4

Inter-office E-mail between Pioneer/Pine Crest Employees

From:  Kelly Sanchez

To:  Undisclosed List

Date:  March 7, 2014

Subject:  Peep Show!

Hey Kids! Don’t forget the weekly Peep Show Party at my house! It’s the reality show that’s sweeping Bonneville County! Come One, Come All! Bring your fav photos and scenes from the past week to share!

BYOB - Munchies Provided

10 PM Friday & Saturday. Be There or Be Square!
EXHIBIT 5

Screen Shot of IM Conversation

pnutz:    wassup?!
winsome   SHOWTIME!
pnutz:    got it?
winsome:  All Set
pnutz:    whas the plan?
winsome:  Monday @ 10
pnutz:    big bang?
winsome:  A few fireworks for sure!
pnutz:    kool
winsome:  C u @ school for the Event!
pnutz:    kapow!
winsome:  LOL
EXHIBIT 6

Webcam Photo
EXHIBIT 7
Riverdale High School One2One Computer Program

Notification of Lost Computer

Date: March 20, 2014
Name (user): Parker Smith
ID#: W4213865S

X Lost ___ Believed Stolen

Approximate Date Last Seen: March 17, 2014

I hereby authorize Riverdale High School and its contracted partners to activate TheftTrack to locate this missing computer.

User Signature: ___ Parker Smith

Reported to: ___ Reese Johnson
EXHIBIT 8

E-mail Thread

From: S. Kaufusi
To: J. Young
To: R. Johnson
Date: 9/25/13

Re: TheftTrack

I will tell you that the TheftTrack feature is only used to track equipment that is reported lost or stolen. The only information that this feature captures is IP and DNS info from the network it is connected to and occasional screen/camera shots of the computer being operated. This information is provided to police to hopefully assist in getting the laptop back to us. This feature has already been used to retrieve laptops that would have otherwise been lost and can only be activated by qualified techs at Pine Crest. Once again, it is only activated in the case where a laptop is reported as stolen or missing.

The tracking feature does NOT do things like record web browsing, chatting, e-mail, or any other type of “spyware” features that you might be thinking of. The police stated concern is certainly a valid one. But I assure you that we in no way shape or form employ any of these tactics ESPECIALLY with computers off the network.

From: J. Young
To: R. Johnson
To: S. Kaufusi
Date: 9/25/13

Re: TheftTrack

Reese - I’m not sure that what you’ve found is correct. What I know for certainty is that there is absolutely no way that the District Tech people are going to monitor students at home. There is no plan, no staff, no desire, and I believe no technical way to do that. I will definitely confirm the technical pieces. If we were going to monitor students at home, we would have stated so. Think about it - why would we do that? There is no purpose - we are not a police state! Riverdale has always been ahead of the curve when it comes to the privacy and safety of our students and staff. There is no way that I would approve or advocate for the monitoring of students at home. I suggest you take a breath and relax.
EXHIBIT 9

E-mail Thread

From: S. Kaufusi
To: J. Young
To: R. Johnson
Date: 10/19/13

Re: Webcam/TheftTrack

In my opinion, in the interest of theft protection, teachers should not even be allowed to cover the camera like they do now - and certainly not recommend that to students. If their laptop gets stolen, that is a major piece of the theft tracking gone bye bye just because someone is uninformed on what the use of the camera is.

The camera can NOT be used without the little green light being on so if it is on, they will know it. And only the administrators here at Pioneer and Pine Crest have the ability to enable the TheftTrack program which does not record video, only a snapshot every 15 minutes or so.

Is someone afraid that we’re spying on them?

We do not publicize the capabilities of TheftTrack for obvious reasons. Telling students how we might track lost or stolen machines would defeat the purpose of the device. If you’re controlling someone’s machine, you don’t want them to know what you’re doing. I trust you to keep the specific functionality of TheftTrack to yourself and let our expert techs handle the situation.