

2020 Eventlink Contract

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Lafayette, IN 47909-2874
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School Randall K Cooper High School 2855 Longbranch Rd Union, KY 41091	Administrator Mrs. Malinda Brooks, Assistant Principal Phone: (859) 384-5040 Fax: (859) 384-5049 Email: malinda.brooks@boone.kyschools.us	Contact Randy Borchers, Athletic Director Phone: (859) 384-5040 Cell/Summer Number: _____ Email: randy.borchers@boone.kyschools.us	Athletic Director Randy Borchers, Athletic Director Phone: (859) 384-5040 Fax: _____ Email: randy.borchers@boone.kyschools.us	Date: 8/6/2020 Sales Rep: Brandon Smith Carl Dick John Beardmore CSR: Mandy Betances Barbara Marshall Email: sales@eventlink.com
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Billing and Shipping			
Product	Package	End Date	Base Cost
Eventlink	Full version	9/1/2021	\$1,000.00

Enhancements

Full version	\$1,000.00	x	1	\$1,000.00
Athletics only	\$300.00	x	0	\$0.00
Conversion Fee	\$150.00	x	0	\$0.00
Sub-Total*				\$1,000.00

Sales Tax: Exempt#: Provide Certificate	\$0.00
* Net 30 (Net due within 30 days from invoice date)	
* Sales tax will be added if applicable	
Total (USD)	\$1,000.00

Term and Fees.

The initial term of this agreement shall commence on the date that Customer executes this agreement (the "Start Date") and shall continue until the date that is one year after that date. Upon expiration of the initial term, this agreement shall automatically renew annually unless terminated as provided herein. For subsequent years, the Contract Total will be billed at Start Date.

Customer shall pay School Datebooks, Inc. ("SDI") all sums due under this agreement as follows: The contract total will be due on the Start Date (net 30). The final enrollment figure used for invoicing may vary from the estimated contract total and will be based on the actual number of student accounts created at the Start Date of the then-current term as given to Eventlink™ through the Student Information System.

Administrative Account Registration and Security.

Customer is responsible for protecting the security and confidentiality of its username and password and access to the secured portal of Eventlink™. SDI does not endorse any sponsorship advertisement included in a Eventlink™ message or any other communication. Customer is entirely responsible for any and all activities that occur under its account. Customer agrees to notify SDI immediately of any unauthorized use of its account or any other breach of security. SDI will not be liable or responsible for any loss that Customer may incur as a result of unauthorized use of School's account, including but not limited to someone using Customer's password or account without authorization, either with or without Customer's knowledge ("Unauthorized Use"). However, Customer shall be liable for losses incurred by SDI or another party due to Unauthorized Use of Customer's account. SDI reserves the right at all times to disclose any information related to Customer's account as SDI deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

Compliance with Laws. Customer is solely responsible for providing the interface between Customer's student information system and Eventlink™ and shall, as necessary and appropriate, provide data and information from such system. Customer is solely responsible for the security and protection of all protected student information and the knowledge of and adherence to any and all contracts, laws, statutes, rules and regulations pertaining to Customer's use of Eventlink™ and the dissemination of information through Eventlink™, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232(g) et seq) and the corresponding regulations. By using Eventlink™, Customer agrees that it will not or allow others to: 1) Use Eventlink™ for other than informational purposes; 2) Post or transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content; 3) Use Eventlink™ to impersonate other parties or entities; or 4) Use Eventlink™ to upload any content that contains a software virus, or any computer code, files, or programs that may alter, damage, or interrupt the functionality of Eventlink™ or the hardware or software of any person who uses Eventlink™.

Disclaimer. Eventlink™ messages and alerts may be delayed during transmission for technical reasons. SDI and/or its respective suppliers make no representations about the content, suitability, reliability, availability, timeliness, or accuracy of the information, software, products, services and related information related to Eventlink™ or contained within Eventlink™ messages or on the website for any purpose, including changes to event information made by Customer administrators, unauthorized use of Eventlink™, and the receipt, delivery, or notification of notices, and specifically disclaims all liability related to such. SDI does not warrant that Eventlink™ will be virus free. All such Eventlink™ information, software, products, and services are provided "as is" without warranty of any kind, at Customer's own risk. SDI SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY.

Customer specifically agrees that SDI shall not be responsible for unauthorized access to or alteration of Customer's transmissions or data, or any material or data sent or received or not sent or received to any device. Customer specifically agrees that SDI is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. In no event shall SDI and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, loss of life, injuries, loss or profits, arising out of or in any way connected with the use or performance of Eventlink™, with the delay or inability to use Eventlink™ or related services, the provision of or failure to provide Eventlink™ services, or for any information, software, products, or services obtained through the Eventlink™ service, or otherwise arising out of the use of Eventlink™, whether based on contract, tort, negligence, strict liability or otherwise, even if SDI or any of its suppliers has been advised of the possibility of damages. If Customer is dissatisfied with any portion of Eventlink™, or with any associated terms of service, Customer's sole and exclusive remedy is to request that SDI turn off or terminate Eventlink™.

Indemnity. Customer agrees to indemnify, defend, and hold harmless SDI, its affiliates, and their respective shareholders, directors, officers, employees and agents from and against any and all liability associated with any claim arising out of Customer's use of and its dissemination of information through Eventlink™, including but not limited to compliance with the Family Education Rights and Privacy Act (20 U.S.C. § 1232(g) et seq) and the corresponding regulations, and its breach of this Agreement or other fault, including reasonable attorney's fees and costs.

Termination of Service. If Customer desires to terminate Eventlink™, Customer must notify SDI in writing at least thirty (30) days prior to the end of the then-current term. If Customer breaches this Agreement, SDI may terminate this Agreement. However, Customer will have ten (10) days to cure any payment default before the Agreement will be terminated. Customer is responsible for all payments for Eventlink™ through the date SDI terminates Eventlink™.

Miscellaneous. The parties intend that this Agreement incorporates their entire understanding with respect to the subject matter hereof and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement is governed by the laws of Indiana. Customer consents to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Tippecanoe County, Indiana as the exclusive legal forums for any dispute related to this Agreement, and the prevailing party shall be entitled to reimbursement of its attorney fees and costs from the nonprevailing party. The provisions of this Agreement are intended to be severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part, that provision will be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the remaining provisions of this Agreement. This Agreement has been duly and validly executed and delivered by Customer and constitutes a legal, valid and binding obligation of Customer enforceable in accordance with its terms. This Agreement has been duly and validly executed and delivered by SDI and constitutes a legal, valid and binding obligation of SDI enforceable in accordance with its terms. This Agreement may be executed in one or more counterparts.

465797.2

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

Date

Signed (School Administrator)

Title

AMENDMENT TO 20202 EVENTLINK CONTRACT WITH THE BOONE COUNTY BOARD OF EDUCATION
(RANDALL K COOPER HIGH SCHOOL).

The first paragraph of the section titled Term and Fees is changed to read as follows:

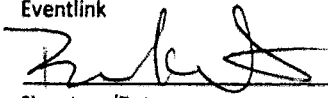
The initial term of this agreement shall commence on the date that the Customer executes this agreement (the "Start Date") and shall continue until the date that is one year after that date. Upon expiration of the initial term, this agreement shall renew only by mutual agreement of the Boone County Board of Education and Eventlink.

Boone County Board of Education:

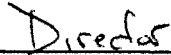
Signature/Date

Name/Title

Eventlink



Signature/Date



Name/Title