

Master Service Agreement Summary

Contract Dates	
Start Date	Expiration Date
03/15/2021	06/30/2024

Contract "Parties"	
SchoolPointe, a Delaware Corporation "SP" and "SendIt"	Hardin County Schools "SCHOOL"
3248 West Henderson Road, Suite 100	64 West A Jenkins Road
Columbus, Ohio, 43220	Elizabethtown, KY 42701

One-Time Setup Pricing Details	
Product/Service	Amount
SendIt Setup & SIS Implementation	\$1,500.00

Recurring Annual Pricing Details	
Product/Service	Amount
Website, CMS, & Unlimited Hosting	\$14,000.00
Branded App	Included
FacilityPointe	Included
Formality	Included
SendIt Mass Notification System	\$23,610.00

Payment Schedule	
Date	Amount
03/15/2021	\$1,500.00
07/01/2021	\$37,610.00
07/01/2022	\$37,610.00
07/01/2023	\$37,610.00

SchoolPointe Master Service Agreement

1. Term

The term of the Agreement is as stated in the Master Service Agreement Summary, except as otherwise provided in this Agreement. This Agreement will automatically renew for successive one (1) year periods if SCHOOL does not notify SP of their intent to discontinue services ninety (90) days prior to the then-current term.

2. Services

SP agrees to develop, implement, and maintain products for SCHOOL as set forth in Master Service Agreement Summary and Appendix A, including the development of all software for the products (the products and all software development in connection therewith and hereinafter together referred to as the "Services").

3. Payments

For the services rendered hereunder, SCHOOL agrees to pay SP the amounts according to the payment schedule set forth in the Master Service Agreement Summary.

- (a) SP will provide SCHOOL with invoices of the current Services being provided at the time the invoice is generated.
- (b) Optional modules and services may be requested by SCHOOL at any time, at which time the amounts and payment schedule will be modified accordingly.
- (c) A convenience fee of three (3) percent of payment due will be assessed to any payment received by credit or debit card.
- (d) A late fee of five (5) percent of payment due may be assessed to any payment not received net thirty (30) days of the invoice generation date.
- (e) Non-payment of invoiced amounts beyond ninety (90) days of the invoice generation date may result in Service discontinuation until all outstanding amounts have been satisfied.

4. Cooperation

Parties acknowledge and agree that successful development and implementation of the Services so as to become operational SCHOOL's specified domain shall require their full and mutual good faith cooperation, including, without limitation, the fulfillment by SCHOOL of the obligations set forth in [Section 6](#).

5. SP Obligations

In addition to providing SCHOOL with full, good faith cooperation and such information as may be required by SP in order to develop and implement the Services, SP shall:

- (a) not sell advertising space on the SCHOOL's Services. Nothing in this Agreement prohibits the sale of advertising by the SCHOOL or the use of SCHOOL's Services to recognize sponsorship of SCHOOL programs.
- (b) act or refuse to act such that its actions must uphold FERPA, COPPA, the SCHOOL's state privacy laws, and all other state and federal regulations regarding the privacy of staff, students, and faculty. SP is only responsible for its own actions, and is not responsible for content uploaded or content and/or practices specifically authorized by SCHOOL personnel.
- (c) provide data security consistent with standard practices in the industry, and will not provide any SCHOOL data to third parties or make any use of such data whatsoever outside the use provided for in this Agreement without the express written permission of the SCHOOL. SP will immediately inform the SCHOOL of any security breaches involving SCHOOL data, and will fully cooperate with the SCHOOL's Director of Technology in investigating and defending against intrusions into the SCHOOL system that involve SP server or networks. The SCHOOL will avoid, where possible, transmission of any data to SP that is confidential.
- (d) assist the SCHOOL in complying with the SCHOOL's state public record laws, records retention legislation, and other applicable laws and regulations. The SCHOOL will respond to any such requests, with SP's cooperation if necessary. SP will immediately notify the SCHOOL of any request made directly to it for the SCHOOL data. SP will archive changes to the SCHOOL's Services consistent with SCHOOL's policy on records retention.

6. SCHOOL Obligations

In addition to providing SP with full, good faith cooperation and such information as may be required by SP in order to develop and implement Services, SCHOOL shall:

- (a) provide SP with specific and detailed information concerning SCHOOL's work flow, procedures and transaction volumes as they relate to applications of the Services;

(b) setup, format, and make available to SP the files and tables specified by SP.

(c) make available to SP, personnel of SCHOOL for testing the Services and training users of the Services.

(d) provide one employee of SCHOOL to act as a coordinator of all SCHOOL activities in connection with development of the Services, and to supervise all projects undertaken by SCHOOL in connection with the modification, preparation, installation, or use of the Services;

(e) in general, to provide all information and access to key personnel needed to develop and implement the Services.

7. Termination with Cause

In the event that the SCHOOL can prove that it is financially impossible to allocate on their budget the amounts payable to SP required under the Agreement, then SCHOOL may terminate the Agreement upon ninety (90) days written notice to SP of this qualifying event. Either party shall have the right, with cause, to terminate this Agreement upon ninety (90) days written notice to the other party upon:

(a) violation or breach, by its officers or employees, of any provision of this Agreement, including but not limited to confidentiality and payment. In the event that there is a breach of this Agreement the breaching party will have sixty (60) days from the receipt of the notice of the breach to rectify the breach. If the condition has been satisfactorily resolved this Agreement shall remain in full force;

(b) termination of the business;

(c) voluntarily or involuntarily filing of a bankruptcy petition or similar proceeding under state law; or

(d) becoming insolvent or making any assignment for the benefit of creditors. Notwithstanding termination of this Agreement, the obligations of the parties contained in **Sections 9-12 inclusive, 15, and 18** shall survive the termination of this Agreement and continue in perpetuity.

8. Termination Without Cause

In the event that SCHOOL terminates this Agreement without cause, SCHOOL will be responsible to pay SP liquidated damages, not to be construed as a penalty, in the amount of 100% of the sum of all remaining payments described in **Section 3** of this Agreement. Any such payments must be received within ten (10) days of the proposed date of termination. If such payment is not received, the termination notice will be considered void and the contract, along with all regularly required payments, will remain in full force and in effect until all payments due under this contract are received.

9. Title to Software

Parties agree that the software code used to operate the Services under this Agreement is sole property of SP. Parties also agree that all data entered into the Services is owned by the SCHOOL. Further, receipt by SP of the final payment due under this Agreement, title to the software code utilized to run the Services and all derivative works developed there from and all copies thereof shall remain the property of SP. Transfer of ownership of the aforementioned software code to SCHOOL will only occur in the event SP ceases business operations while this Agreement is in force and all payments are current or at the termination of this Agreement.

10. Title to SCHOOL Marks and Intellectual Property

Parties agree that the name, associated logos, the names of individual buildings, and all content uploaded by or received from the SCHOOL is the property of the SCHOOL, and may not be reproduced or used outside the terms of this Agreement.

11. License to SP

Subject to the terms and conditions of this Agreement, SP shall have a perpetual, worldwide, royalty-free irrevocable license to use the software code used to develop the Services and all derivative works developed there from. Parties acknowledge that SP develops software and web applications as its primary business function and may at SP's sole discretion sell applications that may have similar functionality, in part or in whole, as the software code developed to operate the Services before and after the termination of this Agreement.

12. Digital Millennium Copyright Act ("DMCA")

Parties agree to follow all sections of the DMCA. Parties agree not to knowingly post any copyrighted information and/or receive any direct financial benefit from the posting of copyrighted information on any website controlled, designed, and/or operated by SP. Parties agree to expeditiously remove, or disable access to, any allegedly copyrighted infringing materials from its website upon the actual knowledge of infringing activity and/or material, or upon the valid notification of claimed infringement by an owner of copyrighted material or an agent thereof. Parties further agree that they will not interfere with the standard technical measures within the copyright industry. SCHOOL agrees to promptly notify SP of any notification received by SCHOOL from an alleged copyright owner of any alleged copyright violations. Parties agree that SP retains the right to terminate its relationship with SCHOOL, with cause, in the event that SCHOOL repeatedly violates the copyright protects of valid copyright owners.

13. Non-Disclosure

Parties shall take all steps necessary to maintain the Services in confidence and shall not, nor shall it permit its employees, or its permitted agents or consultants to sell, transfer, disclose, display or otherwise make accessible any confidential information relating to the Services, or any copies thereof, in whole or in part, to any third party without written consent. Any unauthorized use of confidential or proprietary information without written consent will result in damages due to the breaching party. If either party is required to secure legal assistance to recover any amount of damages the prevailing party will be entitled to legal fees as stated in **Section 21** of this Agreement.

14. Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Ohio. Parties to this Agreement hereby designate the state or federal courts of Franklin County, Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement or any document or instrument executed in connection herewith, hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objection or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such courts.

15. Complete Contract and Amendments

This Agreement together with any Appendices attached hereto, supersedes all prior agreements and understandings between the parties hereto for performance of the services described herein, and constitutes the complete agreement and understanding between the parties hereto unless modified in writing, signed by both parties.

16. Notices

Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by recognized overnight courier to the party receiving such communication at the recipient party's address.

17. Non-Solicitation

SCHOOL recognizes that the employees and agents of SP, and such employee agents' loyalty and service to SP, constitute a valuable asset of SP. Accordingly, SCHOOL hereby agrees not to knowingly and directly or indirectly make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or otherwise engaged by SP within two (2) years of such person's employment or other engagement by SP. This time period will only be waived in the event that SP either discontinues operation prior to the expiration of the term or if SP provides SCHOOL with a written waiver to this provision

18. Force Majeure

Except as to the payment of money by the due date required under this Agreement, which will in no event be excused hereunder, neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

19. Assignment

SP may assign or transfer, at its sole discretion, without prior consent of SCHOOL, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

20. Equitable Relief

Parties acknowledge and agree that irreparable harm would result in the event of a breach or threat of a breach by either party of this Agreement. In such an event, and notwithstanding any other provision of this Agreement, the non-breaching party shall be entitled to a restraining order, order of specific performance, or other injunctive relief, without showing actual damage and without bond or other security. The remedies under this section are not exclusive, and shall not prejudice or prohibit any other rights or remedies under this Agreement or otherwise.

21. Attorney's Fees

In the event either party is required to obtain legal assistance (including, but not limited to, in-house counsel) to enforce its rights under this Agreement, or to collect any monies due for Services provided or damages sustained, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and or collecting its monies.

22. Indemnification

Parties shall indemnify and hold harmless the other from any claim, cause of action, loss, damage, cost and expense, judgement, order civil and criminal penalty, forfeiture and/or assessment against either party asserted by or awarded to, any third-party arising from or related to acts committed solely by the other party. Notwithstanding anything in this Agreement to the contrary, SCHOOL expressly reserves the right to assert, in whole or in part, the defense(s) of governmental or sovereign immunity to the extent permitted under the laws of the State of Ohio.

23. Independent Contractors

Parties are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, joint venture, partnership (in relation to ownership of either entity), or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither SP or SCHOOL nor any of their respective agents or employees shall control or have any rights to control the activities of the other party in carrying out the terms of this Agreement. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement or otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind, and SP is not responsible for any payroll withholding obligations of any nature whatsoever arising as a consequence of this Agreement, including, without limitation, withholding of federal and/or state taxes, FICA (social security) taxes, unemployment insurance taxes, and disability insurance taxes.

24. Headings

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

25. Severability

In the event that one or more provision(s) of this Agreement are deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

26. Negotiated Agreement

This Agreement is the result of negotiations between the parties both of whom are deemed the craftsman of this Agreement.

Appendix A: Service Level Agreement

This Service Level Agreement ("SLA") governs the Services in **Section 2** of this Agreement ("Services") provided under the SchoolPointe Terms and Conditions agreed to by each user of the Services ("Customer") and SchoolPointe, Inc. ("SP").

Description and Objections

Services will be measured on the basis of the following Service Level Objectives ("SLA Objectives"): Site Availability ("Availability") and Notification of Scheduled Maintenance and Mean Time to Respond ("MTTR"). The SLA provides for twenty-four (24) hours a day, seven (7) days per week coverage of the SLA. The SLA does not apply before the official implementation date or ("Go Live Date") of Services contracted by a customer.

Availability

The SLA Objectives for Availability are as follows:

Component	Description	Up-Time Percentage
Public Website	The public facing website accessible to end users.	99.9% (about 45 min/month)
CMS Admin Portal	The area for the customer to administer the site content and settings.	99.9% (about 45 min/month)
CMS Branded App	A stand alone branded mobile app available for parents and community members to download to access school information and receive push notifications	99.9% (about 45 min/month)
CMS Mobile App	A mobile app available for parents and community members to download to access school information and receive push notifications.	99.9% (about 45 min/month)
FacilityPointe "FMS"	A system that allows control and management of all resources, resource requests and maintenance requests.	99.9% (about 45 min/month)
Formality	A system that allows control and management of all resources, resource requests and maintenance requests.	99.9% (about 45 min/month)
Learning Management System "LMS"	The area in which the customer, students and parents interact/communicate.	99.9% (about 45 min/month)

Availability will be measured in sliding three (3) month windows, based on the average of actual minutes of of Services availability as a percentage of the corresponding total available minutes for the three (3) month window, and will be calculated as follows:

$$\text{Availability} = (\text{Calendar Months Minutes} - \text{Excluded Minutes} - \text{Outage Minutes}) / (\text{Calendar Months} - \text{Excluded Minutes}) \times 100$$

Other SLA Objectives

Other SLA objectives covered under the SLA include the following, which will be measured on a best effort basis:

Other SLA Objectives Descriptions	
<p>Scheduled Maintenance: We will notify the customer of all significant maintenance to Services.</p>	<p>Notification: No less than twenty-four (24) hours prior to the maintenance window unless changes are to address a Critical or Major issue.</p> <p>Maintenance for All Components: If service will be interrupted, the implementation will be restricted to off-peak hours.</p>
<p>Mean Time to Respond ("MTTR"): SP will respond to and resolve customer support tickets within a reasonable amount of time.</p>	<p>Response/Resolution time by request category:</p> <ul style="list-style-type: none"> ● Low/Informational: No Time Frame ● Minor: 48 hours or less ● Major: 24 hours or less ● Critical: 12 hours or less
Other SLA Objectives Definition	
	<p>Definition of Classifications: SP will take notice of severity level of request from customer, but will assess and classify the level of request based on its own assessment. In assessing the level of request classification, SP will utilize the following categorizations:</p> <ul style="list-style-type: none"> ● Low/Informational: A notification of information or a request that does not have immediate urgency. ● Minor: A notification of a support request item with low impact and/or individual user impact. ● Major: Service impact for items with at least 50% of users with little to no workarounds. ● Critical: Service outage.
Step Description	
<p>Submitting a Support Request: The following steps should be followed when reporting an outage with SP:</p>	
<p>Step One</p>	<ul style="list-style-type: none"> ● Contact customer support via Live Chat or via Email at support@schoolpointe.com
<p>Step Two</p>	<ul style="list-style-type: none"> ● For minor and low/informational issues, call customer support during normal business hours (Monday through Friday 8:00 AM EST to 5:00 PM EST) at (866) 545-2549 ● For critical and major issues call customer support 24/7/365 at (866) 545-2449

Proactive Measures for Objective Completion

SP has gone to great lengths to ensure that we exceed all of the objectives detailed in this SLA. Below is a summary of the steps that SP have taken to ensure all objectives are able to be met consistently:

- **Enterprise Monitoring:** SP utilizes enterprise-grade application and server monitoring for both proactive and historical response. The monitoring system in use will alert SP in the even of and service outage or if various metrics are outside set thresholds.
- **Backups:** SchoolPointe is committed to safeguarding customer data. Database backups are performed on a daily and monthly basis and are retained for the following periods:
 - **Daily backups:** 1 Month
 - **Monthly backups:** 1 Year

SendIt Master Service Agreement

1. Term

The term of the Agreement is as stated in the Master Service Agreement Summary, except as otherwise provided in this Agreement. This Agreement will automatically renew for successive one (1) year periods if SCHOOL does not notify SP of their intent to discontinue services ninety (90) days prior to the then-current term.

2. Service

SendIt agrees to develop, implement, and maintain products for Client as set forth in Master Service Agreement Summary and Appendix A, including the development of all software for the products (the products and all software development in connection therewith and hereinafter together referred to as the "Service").

3. Payments

For the services rendered hereunder, Client agrees to pay SendIt the amounts according to the payment schedule set forth in Master Service Agreement Summary.

- (a) SendIt will provide Client invoices of the current Service being provided at the time the invoice is generated.
- (b) A convenience fee of three (3) percent of payment due will be assessed to any payment by credit or debit card.
- (c) A late fee of five (5) percent of payment due will be assessed to any payment not received net thirty (30) days of the invoice generation date.
- (d) Non-payment of invoiced amounts beyond ninety (90) days of the invoice generation date may result in Service discontinuation until all outstanding amounts have been satisfied.
- (e) Annual amount for the Service rendered is guaranteed through the first full year of the contract term. Annual amounts due in subsequent years of the contract term are subject to increase based on rate changes of telecommunication providers and/or Client usage. Increase in annual amounts for subsequent years of the contract term may increase up to, but not exceed, five (5) percent per contract year.

4. Client Representations and Responsibilities

- (a) Client represents and warrants that it shall only use the Service as permitted by the terms and conditions of this Agreement and shall not modify, reverse engineer, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer, or sell any part of the Service or use the Service in connection with any unlawful activity. Client will manage contact list changes, additions, and deletions using secure internet browser, a compatible application programming interface (API) or other roster configuration tools.
- (b) Client represents and warrants that: (i) it shall abide by all applicable local, state, federal, and international laws, treaties, rules, and regulations, including those related to data privacy, international communications, and the transmission of technical or personal data (collectively "Laws"), and the terms and conditions of its privacy policy in connection with its use of the Service, its collection of data in the contact list and its performance hereunder; and (ii) it has the right and authority to provide to SendIt and its Service Providers with the Client's content and to authorize SendIt and its Service Providers to use Client's content solely in connection with SendIt's provision of the Service.
- (c) Client shall provide and be responsible for a list containing contact information for individuals to be used by SendIt in connection with its provision of the Service (the "Contact List"). Client represents that it is authorized, or will obtain authorization, to send messages to the Contact List via any communication means utilized through Service. "Client Content" is the sole property of Client and consists of the Contact List and/or any messages, data, sender, recipient, or similar information transmitted via the Service and any other Client materials. Client acknowledges that the Service is a passive conduit for distribution and transmission of Client Content, and that SendIt is exempt from liability in respect to Client Content.
- (d) Client will make available an information technology administrator or designated individual to properly establish integration and maintain the Contact List and data. In addition, Client is responsible for the content of messages and to whom they are sent.

(e) Client hereby grants to SendIt and to each of its Service Providers, the right to use Client Content solely in connection with its and their provision of the Service. "Service Providers" means the communications carriers, Colocation providers, and content and OEM providers that SendIt utilizes to deliver the back end infrastructure for the Service to Client. SendIt shall promptly notify Client if SendIt becomes aware of any actual or suspected data breach with respect to Client Content.

(f) Client acknowledges that the Service depends in part on the infrastructure, networks, connectivity, and acts of omissions of Service Providers and, except as set forth in Appendix A: Service Level Agreement, Send It shall not have liability for those areas of functionality, infrastructure, or technology that are under the control of Service Providers.

5. Do Not Call Requests

(a) SendIt provides recipients with multiple means to manage or opt-out selected contact points (numbers and email addresses) from receiving messages from the Service.

(b) Upon such opt-out requests, Service will stop sending messages to those contact points and will inform the Client of all such requests.

6. Indemnification: Limitation of Liability

(a) SendIt agree to indemnify and hold harmless Client and each of its officers, directors, owners, employees, and agents from and against all third party actions, suits, losses, liabilities, claims, expenses, damages, and costs (collectively "Losses") arising out of: (i) SendIt's breach of any of its representations or warranties set forth in this Agreement; or (ii) a claim that the Service directly infringes a copyright, a U.S. patent issued as of the Service start date, or other intellectual property right of a third party, except that SendIt will have no liability for any infringement claim to the extent caused by: (a) a Client's use of the Service other than in accordance with applicable documentation or instructions provided or approved by SendIt; (b) Client's unauthorized modification of the Service or any part thereof; (c) Client's use or combination of the Service with software, hardware, system, data, or other materials not supplied or authorized by SendIt; (d) information supplied by Client (including Client Content) that is used in or with the Service; or (e) Client's continued use of the Service after Client was notified of actual or potential infringement from Client's use of the Service. Client agrees to indemnify, defend, and hold harmless SendIt and each of its officers, directors, owners, employees, and agents from and against all Losses arising out of: (1) Client's breach of any of its representations or warranties set forth in this Agreement; or (2) use of Client Content by SendIt in connection with its performance of the Service.

(b) Neither SendIt nor its officers, employees, agents, or other affiliates will be liable for any damages or injury caused by and including, but not limited to, any failure of performance, interruption, defect, delay in operation of transmission, computer virus, or line failure with respect to the performance of the Service.

(c) In no event shall the collective liability of SendIt, its affiliates, and its and their directors, officers, employees, and agents for any damages incurred by Client exceed the fees actually paid by Client under this Agreement during the twelve (12) months of service prior to the date on which such claim for damages arose. In no event shall either party be liable to the other party or any other person for any loss of data, revenues, profits, or other economic advantage, or any incidental, indirect, consequential, special, punitive, or other damages of any kind or nature, arising out of, or in any way connected with the Service, even if the party from which damages are being sought has been advised of the possibility of such damages.

(d) The parties acknowledge and agree that this section is an essential element of the Agreement and that in its absence the economic terms of this Agreement would be substantially different.

(e) The Client understands that the Service is to be used for the intended purpose of communicating informational messages and will not be used for solicitation and/or telemarketing or any other illegal use. The Client has and did obtain permission from every member, family, and/or contact to use the landline or cell phone numbers used to communicate.

(f) Using the Service to contact cellular numbers without prior authorization, or for telemarketing or solicitation purposes will, at SendIt's sole discretion, result in termination of Service, account, and no fees will be refunded. Additionally, Client using the Service in such a manner shall be liable for Federal FCC and FTC damages, fines, and legal costs, and to indemnify SendIt for its damages and reasonable attorney's fees (including, but not limited to, in-house counsel) for any claim against SendIt by any third party that its use of the Service violated the Telephone Consumer Protection Act ("TCPA"), the Telemarketing Sales Rule ("TSR"), or any other applicable law, it is vital to abide by all FTC and FCC regulations.

(g) Client agrees to indemnify, defend, and hold harmless SendIt and each of its officers, directors, owners, employees, and agents from and against all third party Losses arising from Client's negligent acts or omissions.

7. Confidentiality

(a) "Confidential Information" consists of all information disclosed by one party to its agent or representative (the "Disclosing Party") to the other party or its agent or representative (the "Receiving Party") in connection with this Agreement and that is designated by appropriate markings to be confidential or proprietary or should otherwise be reasonably understood by the Receiving Party to be confidential or proprietary to the Disclosing Party. All written or oral pricing and contract proposals exchanged between the parties, this Agreement and Client Content shall be Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party or a third party, or previously known to the Receiving Party free of any obligation to keep it confidential, or independently developed by the Receiving Party, shall not be Confidential Information.

(b) Receiving Party shall hold all Confidential Information in confidence and: (i) shall use Confidential Information only for the purposes of performing under this Agreement, providing the Service and/or using the Service; (ii) shall reproduce Confidential Information only to the extent reasonably necessary for such purposes; (iii) shall restrict disclosure of Confidential Information to those of its employees and representatives, including legal advisors, auditors and other similar third party advisors, who have a reasonable need to know the Confidential Information and who have agreed to be bound by confidentiality provisions at least as restrictive as those set forth in this Agreement; and (iv) shall use at least the same degree of care, but in no event less than a reasonable degree of care, as it uses to protect its own proprietary or confidential information of a similar nature. Receiving Party shall notify the Disclosing Party immediately upon receipt of a subpoena or court or governmental order requiring the Receiving Party to disclose Confidential Information of the Disclosing Party and shall provide the Disclosing Party with the opportunity to oppose the disclosure. Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

8. Termination Without Cause

In the event that Client terminates this Agreement without cause, Client will be responsible to pay SendIt liquidated damages, not to be construed as a penalty, in the amount of 100% of the sum of all remaining payments described in **Section 3** of this Agreement. Any such payments must be received within ten (10) days of the proposed date of termination. If such payment is not received, the termination notice will be considered void and the contract, along with all regularly required payments, will remain in full force and in effect until all payments due under this contract are received.

9. Title to Software

Client may utilize Service, which may be modified by SendIt to deliver messages to its customers, employees, residents, etc. SendIt and any related software or technology, and all intellectual property rights therein, are and shall at all times remain the sole and exclusive proper of SendIt and Client shall have no right, title, or interest therein, except a non-exclusive, non-transferable, non-assignable, non-sub licensable, license to use SendIt during the term of this Agreement.

10. Digital Millennium Copyright Act ("DMCA")

Parties agree to follow all sections of the DMCA. Parties agree not to knowingly post any copyrighted information and/or receive any direct financial benefit from the posting of copyrighted information on any Service controlled, designed, and/or operated by SendIt. Parties agree to expeditiously remove, or disable access to, any allegedly copyrighted infringing materials from its Service upon the actual knowledge of infringing activity and/or material, or upon the valid notification of claimed infringement by an owner of copyrighted material or an agent thereof. Parties further agree that they will not interfere with the standard technical measures within the copyright industry. Client agrees to promptly notify SendIt of any notification received by SendIt from an alleged copyright owner of any alleged copyright violations. Parties agree that SendIt retains the right to terminate its relationship with SendIt, with cause, in the event that Client repeatedly violates the copyright protects of valid copyright owners.

11. Miscellaneous

Except as set forth in this Agreement and the Attachments hereto, SendIt makes no representations, warranty or guarantee, whether express or implied, statutory or otherwise, regarding the Service. Client acknowledges and agrees that the Service is provided on a best effort basis and is not designed, intended, authorized, or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including, without limitation, delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Client's risk and Client acknowledges that SendIt will not have any liability for issues related to such use.

(a) Force Majeure

Except for payment obligations, which shall only be excused for the reasonable duration of the force majeure event, neither party shall be responsible for delays or failures of performance resulting from acts beyond reasonable control of such party, including, but not limited to acts of God, acts of war, riots, acts of terror, and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by Service Providers.

(b) Headings

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

(c) Survival of Terms

The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification, confidentiality, and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under this Agreement.

(d) No Third Party Beneficiaries

This Agreement does not expressly or implicitly provide any third party (including, but not limited to, a member of a Contact List) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

(e) Severability

If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent of the law.

(f) Complete Agreement and Amendments

This Agreement together with any Appendices attached hereto, supersedes all prior agreements and understandings between the parties hereto for performance of the services described herein, and constitutes the complete agreement and understanding between the parties hereto unless modified in writing, signed by both parties.

(g) Assignment

In the event that SendIt or substantially all of its business assets are acquired or the Service is sold, you consent to the transfer of your Agreement and information as one of the transferred assets, to be used only as defined and under the limits outlined above. Furthermore, SendIt reserves the right to assign or transfer, at its discretion, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part.

(h) Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

(i) Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Ohio. Parties to this Agreement hereby designate the state or federal courts of Franklin County, Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement or any document or instrument executed in connection herewith, hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objection or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such courts.

(j) Independent Contractors

Parties are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, joint venture, partnership (in relation to ownership of either entity), or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither SendIt or Client nor any of their respective agents or employees shall control or have any rights to control the activities of the other party in carrying out the terms of this Agreement. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement or otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind, and SendIt is not responsible for any payroll

withholding obligations of any nature whatsoever arising as a consequence of this Agreement, including, without limitation, withholding of federal and/or state taxes, FICA (social security) taxes, unemployment insurance taxes, and disability insurance taxes.

Appendix A: Service Level Agreement

SendIt will comply with the following Service Level Agreement ("SLA") terms and conditions:

1. Service Level Standards

- (a) The Percentage Availability service level standard for the Service shall be 99.9%.
- (b) Message Delivery Start Time will be no more than two (2) minutes.
- (c) The Actual Message Delivery Rate for a particular modality will be no less than the Target Message Delivery Rate for the modality
 - (i) **Email:** up to one-thousand five-hundred (1,500) per minute;
 - (ii) **SMS:** up to six-thousand (6,000) per minute;
 - (iii) **Voice:** up to three-hundred (300) per minute.

2. Definitions

(a) Actual Message Delivery Rate

The actual message delivery rate for a particular modality is calculated by dividing the actual number of initial message delivery attempts during the Message Delivery Measurement Period by the number of minutes during the Message Delivery Measurement Period. Actual Message Delivery Rate calculations only apply to the SendIt Message Delivery Path and do not include Third Party Networks.

(b) Actual Minutes of Availability

The Actual Minutes of Availability for a particular month means Potential Minutes of Availability less Downtime.

(c) Downtime

Downtime for a particular month means the number of minutes during that month that the Service was offline.

(d) Message Delivery Path

Message Delivery Path means the route a message may take within the SendIt network, excluding any Third Party Network.

(e) Message Delivery Measurement Period

Message Delivery Measurement Period for a particular modality shall be measured from the Message Delivery Start Time for the modality to the time that the last initial message delivery attempt for a notification across the modality has been completed.

(f) Message Delivery Start Time

Message Delivery Start Time shall be measured from the time when SendIt receives all necessary information from Client to process a notification to the time when SendIt first attempts delivery of a message on any modality.

(g) Percentage Availability

Percentage Availability for a particular month is calculated by dividing the Actual Minutes of Availability by the Potential Minutes of Availability multiplied by one-hundred (100).

(h) Third Party Networks

Third Party Network means any third party network or service that a message may need to traverse upon its initial transmission by Client and before reaching the intended recipient.

3. Failure to Achieve Service Level Standards

(a) Root Cause Analysis

If, during any calendar month, SendIt experiences any Severity 1 Downtime or Severity 2 Downtime events, SendIt shall deliver Client within ten (10) business days after the close of the month a summary of the root cause of the problem experienced during that month and a summary of action being taken to address that root cause. Client may make commercially reasonable requests to SendIt in

response to the root cause analysis, which the parties may openly discuss. The final implementation of any such requests shall be in SendIt's reasonable judgement and discretion, taking into account the best interest of the Service's high availability.

4. Problem Definitions

The following standard problem definitions will apply to the Service provided under the terms and conditions of this SLA.

Problem Priority	Status	Impact
Severity 1 Downtime	Critical	Inability to (a) access the User Interface, or (b) send a notification across one or more modalities.
Severity 2 Downtime	Important	Inability to send a notification (a) across on modality at the Target Message Delivery Rate, or (b) within the Target Message Delivery Start Time.
Severity 3 Downtime	Low	Any minor errors or bugs related to the Service, any technical difficulty or user error in using the Service, or a particular feature of the Service.

5. Problem Response Times

Client agrees that the response times below are dependent on a representative of Client timely notifying SendIt of an issue.

(a) Severity 1 Downtime

SendIt will provide an initial response communication within one (1) hour and updates on remedial measures at least every four (4) hours (or sooner, if available) after the problem has been reported and until it is resolved.

(b) Severity 2 Downtime

SendIt will provide an initial response communication within two (2) hours and updates on remedial measures at least every eight (8) hours after the problem has been reported and until it is resolved.

(c) Severity 3 Downtime

SendIt will provide an initial response communication within four (4) hours and updates on remedial measures at least one (1) time per week after the problem has been reported and until it is resolved.

Appendix B: Acceptable Use

1. Client will use SendIt as well as any data Client uploads into in accordance with any and all restrictions to such data and all Applicable Laws.
2. Client shall be responsible for obtaining any necessary consent or securing other legal basis to communicate with Contacts in respect to the provision of any data transmitted through SendIt.
3. Client must provide Contacts the ability to unsubscribe or “opt out” from receiving Notifications, including information on how to remove themselves from receiving Notifications. SendIt will provide Contacts with multiple means to manage or opt-out from receiving Notifications. Upon such requests, SendIt will stop delivering messages to those Contacts and will provide a means to inform the Client of these requests.
4. Client will use and permit its Users to use SendIt in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission (“FCC”) or Federal Trade Commission (“FTC”) rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.
5. Client will include, at the beginning of each Notification, its official business or government name. Client will include, at the end of each Notification, a telephone number for Client.
6. Client will not send any Notifications to mobile devices owned by a Contact unless Client has obtained such Contact’s “opt-in” consent to receive, or Client has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.
7. Client will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.
8. Client’s total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Client exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Client’s Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by SendIt are not blacklisted, Client shall adhere to this fair use policy.
9. Client will not send any Content that it knows, or has reason to know: (i) infringes another’s rights in intellectual property; (ii) invades any privacy laws including without limitation another’s right to privacy and/or any privacy policies of Client or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.
10. Client will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of SendIt; (ii) use SendIt in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in SendIt which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, or any other harmful code designed to disrupt the functionality of any software, hardware or telecommunications equipment.
11. All Content is Client’s sole responsibility. Client is solely responsible for the integrity and quality of the Content. Client shall be responsible for, and under no circumstances will SendIt or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Client is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by SendIt itself or breaches by SendIt); (ii) all Fees accruing from the use of SendIt through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Client.
12. Client acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of

the carrier may interfere with message delivery, including the Client's equipment, terrain, proximity to buildings, foliage, and weather. Client acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

13. Client acknowledges that SendIt may block Notifications (e.g. based on instructions from Contacts, carriers, aggregators, government agencies, etc.).
14. Client agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with SendIt. If Client's account ID or password are stolen, or otherwise compromised, the Client is obligated to immediately change the password and inform SendIt of the compromise.

Master Service Agreement Authorization

IN WITNESS WHEREOF, the Parties have executed the SchoolPointe Master Service Agreement and the SendIt Master Service Agreement as of: 03/15/2021

SP and SendIt, a Delaware Corporation



signature3b522fd4-f7b9-4921-8d25-77b971b83018

Authorized Signer: Nate Koverman

Title: Director of Revenue & Analytics

Hardin County Schools
a School organized under the laws of: Kentucky

Authorized Signer:

Title: