



School Dismissal Manager™

Master Services Agreement

A PRODUCT OF HORIZON MARKETING GROUP

DATE: 6/22/2021

TO: Thornwilde Elementary School

FROM: Horizon Marketing Group, Inc.

RE: School Dismissal Manager™ Master Services Agreement

Effective Date: This agreement is effective upon execution ("Effective Date") between Horizon Marketing Group, Inc. ("Horizon") and Thornwilde Elementary School ("School" or "You"), and shall remain in effect for an initial term of one (1) year beginning with the 2021 – 2022 school year.

School Dismissal Manager™: Horizon shall provide School with access to School Dismissal Manager ("SDM"). SDM is a web-based tool that allows parents to securely log in and advise their School when there is a change to their child's normal dismissal routine. Additionally, SDM has an email and text messaging alert system for the Schools to use if they desire. SDM is designed to display properly in the latest versions of Internet Explorer, Google Chrome, Firefox, and Safari. SDM also provides a mobile-sensitive web application for parents who want to use the system from smartphones and tablets. SDM also provides native Android and iOS apps for parents to use.

School will upload (and Horizon will assist as needed) their respective roster database export to SDM and follow the on-screen instructions to set up the School after year one. Note: necessary data that is NOT within the SIS will need to be provided by the School. Also, if a direct link to an SIS is implemented, the campus level users be restricted from editing student and parent data directly from the SDM administrative dashboard as it would potentially overwrite the nightly update data. Direct links to School's SIS system will be at an additional cost if needed.

Horizon will train the administrative staff (group sessions) in the use of the Admin system via phone and screen share at a mutually agreeable date and time prior to the activation of SDM. Additional training is available on a time and materials basis.

There is a 'Contact Us' link on the parent interface page on SDM. If a parent sends a message through this link, the message will be sent to the respective school. Questions relating to system or technical problems will be the responsibility of Horizon and we will respond promptly, once notified by school. All other questions are the responsibility of the respective schools to address.

FastLane allows for 'check in' as parents and guardians arrive at car line. The system will integrate the specific dismissal data for each day and merge it with the appropriate drivers and display for both classroom and administrators assisting in car line itself. Once in the cars, student can be "dismissed" and the live report will remove the car/driver from the queue.

Fees: School shall pay Horizon the following fees based on one (1) school on an annual basis for aforementioned SDM features. These fees will cover SDM deployment, hosting and support for one school for one 10 month school year.

Annual Fees:

Set up, Training and support for one (1) school for one year \$2,000

Total: \$2,000

<i>Other</i>	If School requests a programming, custom reporting or functionality change to SDM or requires any other services not previously defined in this agreement, School shall pay Horizon's then current hourly rates for those services. This includes roster data manipulation assistance if required. The pricing for such services shall be agreed to under separate cover.
<i>Taxes</i>	School is responsible for payment of any and all sales, use, transfer, privilege, tariffs, excise, and/or other taxes and all duties, whether international, national, state, or local if applicable.
<i>Payment</i>	School shall be invoiced the annual fees in May of the current School year for the upcoming year or at execution of this agreement (and fees for additional training and/or custom programming, if any). Thereafter, School will be issued an invoice for the following year's Annual fees in May of each year for the coming year. All payments are non-refundable. All payments made to Horizon under this Agreement shall be in United States currency in the form of company check and are non-refundable, cashier's check, electronic wire transfer, and/or credit card payment. Payments not made within sixty (60) days shall be subject to late charges equal to the lesser of i) one and one-half percent (1.5%) per month of the overdue amount; or ii) the maximum amount permitted under applicable law. Horizon may suspend all services on seven (7) days' written notice until the amounts outstanding are paid in full.

****Horizon may modify the Annual Subscription Fee after the initial term upon thirty (30) days advance written notice to School.**

Promotion: School agrees that Horizon shall have the right to indicate in its promotional/marketing materials, including but not limited to www.schooldismissalmanager.com, that School is currently or has been a user of SDM.

Term and Cancellation of Service: Service shall begin at a mutually agreed upon date. School agrees to the term selected.

Limitation of Liability: TO THE FULLEST EXTENT ALLOWED BY FLORIDA LAW IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES. THE TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) TO THE OTHER SHALL NOT EXCEED THE TOTAL PRICE OF THE SERVICES RENDERED AS DEFINED IN THIS AGREEMENT.

School's Responsibilities:

As a condition to School 's use of SDM, School agrees that:

- A. It has full authority to enter into this Agreement and does not require additional approvals.
- B. It will be the sole, authorized user of its account. School is responsible for maintaining the confidentiality of any administrative user name and/or password used for accessing SDM, and is fully responsible for all activities that occur under its password or account. School agrees to immediately notify Horizon of any unauthorized use of its password or account or any other breach of security. Should School authorize any third party to use its account, School hereby agrees to supervise all usage thereof.
- C. It will not use SDM in a manner that could disable, overburden, or impair SDM or interfere with any other party's use and enjoyment of SDM.
- D. It will not, on its own or through a third party, attempt to reverse engineer SDM.

Horizon's Reservation of Rights:

- A. Horizon reserves the right at any time to terminate or suspend School 's use of SDM and/or any parent/guardian's use of SDM if you/they engage in activities that (Horizon concludes, in its discretion and consultation with School) violates this Agreement, may cause damage to SDM or may cause damage to any other third party.
- B. Horizon reserves the right in its sole discretion to review, improve, modify, or perform upgrades to SDM. Horizon reserves the right to shut down, or discontinue, temporarily or permanently, SDM or any content or information on SDM. Horizon will advise School by notice on the SDM login screen no fewer than fourteen (14) days in advance if it intends to shut down SDM for more than 24 hours and/or discontinue SDM, either temporarily or permanently. School agrees that Horizon shall not be liable to School or any third party for any modification or discontinuance of SDM.
- C. Horizon may assign its rights and responsibilities under this Agreement without prior advance notice to School .

Privacy of Information: SDM does not disclose personally identifiable or private information of parent/guardian users and/or their children to third parties, including third party advertisers, except where such disclosure may be compelled by law or court order and/or where it is necessary, in Horizon's discretion, to protect the safety of a child. Personally identifiable information includes: name, address, telephone number, email address, physical address, child's name, age, grade, teacher, School and dismissal information. Horizon, however, may provide non-identifiable geographic and demographic information to third parties such as: the number of Schools using SDM in a certain geographic region, the number of families using SDM in a geographic region, and general demographic information of the users in a particular region (e.g., there are 12 School s using SDM in the Hartford, Connecticut area and the children attending such School s range in grades K-6). This non-identifiable information may be shared with advertisers/potential advertisers on the SDM tool. For more information regarding Privacy, please refer to SDM's Privacy Policy on www.Schooldismissalmanager.com.

Intellectual Property Rights: The back-end programming of SDM, as well as any artwork, text, video, audio, copy, graphics, images, logos and other information created by Horizon (other than logos/graphics created on behalf of or by School), is owned by Horizon and is protected by copyright and other intellectual property laws under both United States and foreign laws. Any use of the information and the content on SDM not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws. All rights not expressly granted herein are reserved to Horizon.

Indemnification: Horizon agrees to defend, indemnify, and hold School, its affiliates, officers, directors, employees, agents, licensors, and suppliers harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, legal fees and costs, that is the result of Horizon's willful, wanton or reckless conduct, negligence or a violation of this Agreement.

Miscellaneous:

- A. Horizon is concerned about the privacy and safety of children when they use the Internet. Schooldismissalmanager.com is intended for parent/adult use only and parents/adult users should take steps to ensure that usernames and passwords are not provided to children under the age of 13. Horizon does not knowingly accept personally identifiable information from users who are under the age of 13.
- B. The headings in this Agreement are for convenience and reference only. They shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- C. This Agreement is governed by the laws of the State of Florida without respect to its conflict of laws principals. You expressly agree that exclusive jurisdiction for any dispute with Horizon or in any way relating to your use of SDM, resides in the courts of Pinellas County in the State of Florida and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Pinellas County in the State of Florida in connection with any such dispute including any claim involving Horizon or its affiliates, subsidiaries, employees, contractors, officers, directors or agents.
- D. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
- E. No waiver of any of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition.
- F. This Agreement as well as any written amendments to this agreement, constitutes the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this agreement, except as referenced herein. This agreement may be amended only by a written agreement signed by both parties.
- G. 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date set forth below.

Thornwilde Elementary School
1760 Elmburn Ln
Hebron, KY 41048

HORIZON MARKETING GROUP, INC.
3900 14th Street NE
St. Petersburg, FL 33703

Signature

Signature

Name and Title

Name and Title

Date:

Date: