



Kenton County School District | It's about ALL kids.

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

DATE:

09/06/2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve the proposal from Finalsity for website/CMS/unlimited hosting with a branded app for the district from September 14, 2021 through June 30, 2022 in the amount of \$15,750, \$16,538 for fiscal year 2023, and \$17,365 for fiscal year 2024.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

The Board initially entered into a web hosting agreement with SchoolPointe in 2009. The Board provided authorization to enter into a contract with SchoolPointe at the July 5, 2021 Board meeting. Before the contract could be executed, Finalsity purchased SchoolPointe and requested their contract be used.

FISCAL/BUDGETARY IMPACT:

The cost for the Finalsity website/CMS/unlimited hosting is \$15,750.00 instead of the original \$15,000 amount originally approved in July. Finalsity will convert our data to their new format which has added functionality over the older SchoolPointe software. They are also offering redesign services as a part of this offer.

RECOMMENDATION:

Approval to accept the proposal from Finalsity for website/CMS/unlimited hosting with a branded app for the district from September 14, 2021 through June 30, 2024.

CONTACT PERSON:

David Lloyd

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Gene Dupin Shannon Herold Jesica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



Customer: Kenton County School District
 Created By: Jason Barnes
 New Contract
 7/22/2021
 Proposal Valid for 30 days

FINALSITE ORDER

This Finalsite Order (the "Order") is entered into by and between Active Internet Technologies, dba Finalsite ("Finalsite") and Kenton County School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at <http://www.finalsite.com/agreements> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "Effective Date" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

Customer is a party to a services agreement with SchoolPointe (the "SP Agreement") for the provision of certain software solutions and services ("Services"). Effective July, 2021, SchoolPointe became part of Finalsite, a premier provider of web-based software solutions for the education community. At that time, Finalsite became a successor-in-interest to SchoolPointe and the owner of the SchoolPointe software solutions and service offerings.

As described in this Order, Finalsite provides a robust suite of service offerings, including those with similar functionality to the Services utilized by Customer under the SP Agreement. As of the Effective Date of this Order, Finalsite has commenced streamlining its service offerings for the benefit of its combined customer base. Finalsite plans to migrate SchoolPointe customers to the Finalsite solutions, including "Composer" CMS service offering, in accordance with Finalsite's migration plan for SchoolPointe customers.

As of the Effective Date, this Order, together with the Finalsite Master Terms (collectively, the "Finalsite Agreement") replaces and supersedes the SP Agreement, which is of no further force and effect. Customer will continue to have access to the Services utilized under the SP Agreement in accordance with the terms of the Finalsite Agreement until the migration to the Finalsite solutions is complete.

Migration will be final on a date which is mutually acceptable to Customer and Finalsite, no later than June 30, 2022.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Public School Theme The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowpt

Composer CMS Platform
Communications Core Platform - Starter View a detailed description of what's included in your software package here https://www.finalsite.com/cms1

Products Included in Core Communications Starter	
Admins with ticketing rights (1)	Live Webinar Training
Bandwidth (5 GB)	Messages 2,500/mo
Basic Site Search	Mobile-Friendly, Responsive Design
Basic Support with integrated ticketing	Website cloud storage (10 GB)
Blog, News and Subscriptions with Finalsite Posts (Up to 3)	Page-Based Notifications (Page Pops)
Digital Asset Management & Document Library with Resources	Searchable Knowledge Base and Video Access
Finalsite Composer Content Management System	Site Editors (5)



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Faculty/Staff Directory & Role	Social Media Feeds (Embeds)
Finalsite Payments by BlueSnap	Tiered Permissions and User Management
HTTPS Implementation	Unlimited Calendars (Incl. Integration)
Forms Manager (Up to 3)	Unlimited Published Pages

Additional Products or Services Purchased:

SchoolPointe products to be deactivated June 30, 2022:

SchoolPointe	
SchoolPointe Branded App	SchoolPointe CMS

Finalsite Modules	
iOS/Android App	



Customer: Kenton County School District
Created By: Jason Barnes
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Special Provisions:

The client will be converted from SchoolPointe CMS over to Finalsite Composer CMS with the Core Communications Starter package, plus the Finalsite iOS/Android app.

The site will be migrated to a Public School Theme Design.

Services: Initial Term and Fees:

The initial term of this Order is for the (3) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Jul 01 2021	\$ 0
Period 2 - Jul 01 2022	\$ 15,750
Period 3 - Jul 01 2023	\$ 16,538
Period 4 - Jul 01 2024	\$ 17,365



Customer: Kenton County School District
Created By: Josh Boyer
New Contract
9/3/2021
Proposal Valid for 30 days

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (1) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Kenton County School District
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date

☐ As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.



Customer: Kenton County School District
Created By: Jason Barnes
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C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 1055 Eaton Dr
City, State Zip Ft Wright, KY 41017
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Head of School, Business Manager/CFO, etc.)
Title
Email

* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.

Statement of Work: Theme

This Statement of Work ("SOW") which represents a definition of scope and associated responsibility of services to be performed pursuant to the Master Agreement (the "Agreement") by and between Active Internet Technologies, Inc ("Finalsite") and Client ("Client") which terms are incorporated herein by reference. Finalsite and Client shall be referred to collectively as the "Parties". All capitalized terms shall have the same meaning given to them pursuant to the Agreement unless otherwise set forth herein. In the event of a conflict between any of the terms and conditions of this Statement of Work and the terms and conditions of the Agreement, this Statement of Work will prevail in connection with the Services described in this definition of scope.

Project Summary

The Theme Site Package is a pre-built design website solution that includes an Onboarding phase, a Site Deployment phase and an Adoption phase. The Onboarding Phase includes an introduction to key resources, tools and training to help get the Client prepared. The Site Deployment phase has a default project plan duration of 9 to 13 weeks and covers software enablement and theme selection/configuration. The theme design is a simplified way to generate a responsive website that is built to adapt to mobile devices. Client will select the design of the website from Finalsite's collection of pre-built designs from the Theme Library. With the structure already built, customization options include imagery, logo, school colors and fonts to individualize the theme. A final Site Deployment project plan with specific dates and milestones will be created in collaboration with your project team. The final Adoption phase will be an ongoing process that will include you, Finalsite support and your Client Success Manager.

Scope of Services

Pre-Deployment Onboarding Phase

- Enable MavenLink Project Management software
- Provide online resources and services, including product videos and best practice documentation for drafting a sitemap and gathering content.
- Provide live Q&A sessions to assist with getting prepared for Deployment kick-off
- Assign project team members at end of Onboarding Phase

Project Management

- Assign and coordinate Finalsite project team members and oversee the project milestones, schedule and deliverables, per this SOW.
- Work with Finalsite team members and Client personnel to complete the deliverables outlined in this SOW, manage day-to-day project tasks and serve as Finalsite's primary point of contact in communicating and coordinating with the Client.
- Finalize Project Plan with completion dates for respective milestones.
- Provide bi-weekly status report of project status to stakeholder Parties.



FINALSITE

- Parties will meet remotely once per week (day and time TBD) for a weekly status meeting.
- Project Management allowable time for the scope of work per the contract to support all phases include 20 hours.
- Set up software platform and activate purchased modules and storage space per the contract.

Theme Selection

- Client will select a Theme from the Theme Library and utilize the Theme's simulator tool to determine which theme is best suited for their branding colors and logo.
- Once a Theme selection has been installed it cannot be exchanged for a different Theme. If a different selection is required, that effort will be handled under a separate statement of work.

Theme Implementation

- Install the selected theme in the Finalsite platform and configure with the logo, color and web fonts of the School.

School Sites

- The same selected theme will be installed for each separate site set per the contract and configure with the logo, color and web fonts of each School.

Technical Services

- Perform 2 part Quality Assurance testing of the website with the project team (Finalsite Project Manager, Front-End Developer and QA Specialist) and amend errors as needed.
 - Part 1: Technical Review to test for design and/or content display issues in the supported browsers and devices. Supported browsers generally include the current version and the two previous versions.
 - Part 2: Accessibility testing to comply with WCAG 2.0 level A/AA standards per the time of this statement of work.
- As a national firewall like China's will adversely impact website performance of all websites, even those absent specifically prohibited content, it is also recommended that Client follow Finalsite's guidelines for offsetting these performance impediments by optimizing the website for performance, e.g. minimizing the use of bandwidth-intensive design assets such as auto-playing video or slideshows, large images, certain types of dynamic content, etc. Similarly, Clients located in areas known to have lower bandwidth internet access and/or periodic network performance degradation should make Finalsite's design team aware of these considerations prior to selecting the Theme design.
- An SSL certificate will be installed with a wildcard to support primary domain and subdomains. If additional certificates are needed, that effort will be handled under a separate statement of work. The issuing and installation of SSL security certificates, allowing for data submitted to or displayed by the website to be encrypted, is also restricted for individuals, organizations, and domain names registered in countries on the U.S. Export



banned or restricted countries list. This list is subject to change at any time but currently includes Afghanistan, Cote d'Ivoire, Cuba, Eritrea, Guinea, Iraq, Iran, North Korea, Liberia, Myanmar, Rwanda, Sudan, Sierra Leone, South Sudan, Syrian Arab Republic, Zimbabwe. Client is responsible for knowing whether they are impacted by restrictions imposed by U.S. Export laws.

Accessibility

- Finalsite will use the AudioEye Digital Accessibility Platform to scan and report errors on each domain after configuration of logo, colors and fonts during the QA phase of the implementation process, and will address A/AA level errors and warnings set forth from the WCAG 2.0 standards.
- Finalsite is responsible for addressing errors found in site structure including, but not limited to: headers, footers, navigational sections, color contrasts, keyboard accessibility, module elements. Warnings which are presented in the Audio Eye Compliance report do not indicate an error; they are indicators for a manual check and commonly remain notated in the report after resolution.

Training

- Finalsite Project Manager will work with Client to provide an overview of the Training Portal and define the necessary steps to learn the software and tools to contribute to the site. If subsequent training and education of the platform is required due to Client circumstances (e.g. new team members, turnover, etc.) and the training portal is not adequate, these efforts will be handled under a separate statement of work.
- Client will attend training webinars, utilize on-demand training videos and additional online resources on the Finalsite CMS and Modules as recommended by Finalsite.

Data & Integration

- Finalsite Project Manager will provide the appropriate Excel templates based on purchased modules that will be populated with School data by the Client using the exact columns and format.
- Finalsite will provide a one-time import for review and troubleshooting, and a second one for a final import before site launch.
- If the project includes data integration or Single Sign-On (SSO) functionality, Finalsite Data Integration services will provide instructions and documentation relating to setup and configuration requirements for the Client's system environment.
- Ultimately, Client is responsible for maintaining the configuration of the data mapping and privacy settings, so the methodology followed is geared towards guidance and joint configuration effort. Given this, it is important that Client identify the correct personnel to work with Finalsite during these efforts.

Content Services

- Client receives content migration services as per the contract:
 - Content Migration for 15 pages in which Finalsite will move from the current site into the Finalsite Platform and includes the migration of static text, external hyperlinks, internal hyperlinks to documents and inline images from the main content area of the pages contained in the content map. There may be special provisions in your contract that impact this.
 - The Client is responsible for providing a content map. This file states the page URL for the current site and the URL of the new page which the content will be moved into.
 - Standard styling will be inherited in the site and generally include H1-H6, bold, italics, underline, standard bullet and numbered lists. Inline styling may carry over but will not include any custom styling found in external CSS files of the current site.
 - Client is responsible for any content modifications they'd like completed after the migration is delivered. This could include but not limited to, modifying the page layout to use new features the Finalsite platform affords them or re-styling any content using the custom styles designed for the Finalsite website.
- Client is responsible for migrating the remainder of content from the current site into the Finalsite Platform.

Warranty

- The warranty period begins after the production and QA phases and any concurrently running project phases. It signifies Finalsite has materially delivered the scope of work per the scope outlined in this SOW and lasts 30 calendar days.
- Parties will meet remotely once per week (day and time TBD) for the duration of the 30-day warranty period; this time is reserved to close out any remaining questions, training guidance, and general site issues or inquiries.
- Finalsite is responsible for resolving errors found in the delivered website(s) during this period. Errors are defined as the following: design and/or content display issues in supported browsers or devices and include font or color modifications needed for compliance of WCAG 2.0 standards.
- Design changes will be handled in a separate work order. Design changes and/or requests are defined as inclusive of, but not limited to: font or color changes not deemed necessary for accessibility compliance, design additions or modification to the approved, built out design such as adding or removing panels from the Homepage, the creation of additional content styles, and custom designing content/module elements.

Launch

- As per the Master Service Agreement, both parties will agree to the terms set forth in the MSA that will govern the Warranty and Site Launch Phases.



- Launch date will be coordinated by both parties and mutually agreed upon a minimum of 10 days in advance of this date.

Project Assumptions & Related Notes

1. Client will complete the Onboarding process, which includes successfully logging into Mavenlink, reviewing materials, reviewing the Success Plan, and attending Q&A sessions as appropriate.
2. Client will designate a Project Manager who will be regularly available to meet with Client's personnel and Finalsite's personnel regarding this project.
3. Client project manager will be responsible for managing and delegating resources as required to meet both Clients and Finalsite's deliverables per this SOW.
4. Project Manager will serve as your single point of contact in communicating and coordinating with Finalsite.
5. Client will work with Finalsite Project Manager to define feedback durations and define a mutually agreed to timeline.
6. Client will complete the provided Finalsite Sitemap Template to define Navigation and Pages of the website:
 - a. The development site, default navigation, and pre-populated pages within the CMS will be based off of this document.
 - b. Any subsequent editing of the page list/sitemap after initial setup will be done by the Client through the Finalsite CMS.
7. Client will provide documented Brand Guidelines for the school site and will include:
 - a. A vector .eps file of the logo
 - b. Approved brand fonts
 - c. Brand colors with web color codes
 - d. Approved Sitemap structure
8. Client will add in all content for the development site including text and files
9. Client will upload images to the development site, inserting desired images and managing any media or slideshows.
10. Client will provide timely feedback on tasks assigned to client based on agreed upon project plan.
11. Client will provide feedback as a complete list before any revisions are started during each project phase where Client Feedback is assigned.
12. Client will make the DNS switch to launch the new website.
13. Client will delete sample data and content that is installed with the software.
14. Client will provide all data in prescribed data templates.
15. Client is responsible for any active search engine optimization (SEO) tasks. The Finalsite CMS and included modules are designed with many structural SEO features universal to good website design, but the proactive optimization of the Client's site is necessarily unique to the Client's goals and is beyond the scope of this agreement.
16. Client is responsible for informing Finalsite of any local laws, prohibitions, restrictions, or local network conditions which may impact design or technology choices in the building of their website. Client will also follow Finalsite's guidelines pertaining to known regional content prohibitions, restrictions, or local network conditions. For



example, China's Golden Shield Project currently blocks many commonly used web tools, websites, and media assets including Google Analytics, Google Docs, Google Maps, Google Site Search, YouTube, Google Fonts, TypeKit fonts, Twitter, Facebook, and many other social media sites (this list is not comprehensive, Client bears ultimate responsibility for monitoring the full extent of any local restrictions). Inclusion of scripts, feeds, embeds, etc. from locally prohibited/filtered/blocked sources will negatively impact site performance, and if Client chooses to utilize them on their website, Finalsite will not be responsible for any resultant impact on site performance, or censure or other legal actions taken by local authorities.

17. Client is responsible for purchasing web font licenses, if needed, and supplying the necessary files to Finalsite.
18. Every Finalsite contract includes connecting Finalsite Payments, powered by the BlueSnap payment gateway. Any other gateway supported by Finalsite ([Compatible Payment Gateway's](#)) will include an additional setup and annual licensing fee for Finalsite's Gateway Manager unless otherwise outlined in the Order or in the existing licensed modules.
19. If at any point Client requests to add customization that exceeds the Theme scope or additional services and deliverables to your site, Finalsite will provide a change order with the additional cost and a revised timeline.

Project Schedule

Finalsite will work with the Client to create a formal project plan which is mutually agreed upon and set to the desired completion date. Both parties maintain joint responsibility for adhering to the timeline and critical milestones or otherwise risk not meeting the target completion date. Each phase of the project will require approval from the Client before moving onto the next phase. In the event that critical milestones are not able to be met, Finalsite and the Client will issue a revised timeline that is mutually agreed upon.

[High-Level Overview of Milestones and Expectations for the Project Duration](#)

[Creative Services Comparison Guide](#)

(as of 4/2/2020)

Finalsite Master Terms and Conditions for Services

THESE MASTER TERMS AND CONDITIONS FOR SERVICES (THE "MASTER TERMS"), SHALL APPLY TO THE SERVICES MADE AVAILABLE BY ACTIVE INTERNET TECHNOLOGIES, LLC, dba FINALSITE ("FINALSITE"), A DELAWARE CORPORATION HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 FOR THE CUSTOMER (FINALSITE AND CUSTOMER SOMETIMES COLLECTIVELY REFERRED TO AS THE "PARTIES"). THE "CUSTOMER" IS AN ENTITY WHICH ENTERS INTO AN ORDER WITH FINALSITE PURSUANT TO THESE MASTER TERMS. EACH ORDER EXECUTED BY THE PARTIES HEREUNDER SHALL FORM A SEPARATE CONTRACT BETWEEN THE PARTIES WHICH INCORPORATES AND SHALL BE GOVERNED BY THESE MASTER TERMS.

1. Ordering Services.

1.01 Customer may purchase from Finalsite the right to use one or more software-as-a-service ("SaaS") applications and/or modules (collectively, "SaaS Services") which will be hosted by Finalsite or a third party on its behalf (the "Hosting Services"); and may purchase deployment services to be performed by Finalsite (collectively, "Deployment Services"), other professional services such as training and consulting services (collectively, "Professional Services"), and support and maintenance of the SaaS Services (collectively, "Support Services") (SaaS Services, Hosting Services, Deployment Services, Professional



Services and Support Services sometimes collectively referred to in these Master Terms as "Services"). These Master Terms set forth the basis for the relationship between the Parties and the terms applicable to such transactions. In each instance in which Customer wishes to purchase Services from Finalsight, the Parties shall enter into a mutually agreed order describing the particular Services ordered and any special conditions or terms applicable thereto (each an "Order"). Customer shall only have the right to receive those Services specified in an applicable Order. As appropriate, an Order may include a Statement of Work ("SOW") which is mutually agreed to by the Parties to further describe certain of the Services. In order to be effective, a SOW shall reference the applicable Order and either be attached to such Order or separately executed by both Parties. When mutually agreed and signed by duly-authorized representatives of each Party, each Order shall be and hereby is deemed to be governed by these Master Terms. When taken together, these Master Terms (as they may be permissibly amended or supplemented by an Order) and each individual, fully executed Order shall form a contract between Finalsight and Customer. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order, the terms and conditions of the Order shall control with respect to such Order.

These Master Terms, together with all Orders executed by the Parties, constitute the agreement of the parties (the "Agreement").


2. Access to SaaS Services/Restrictions.

2.01 Subject to the terms and conditions of this Agreement, upon entering into an Order applicable thereto, Finalsight shall make the SaaS Services available to Customer for use by Customer and its Authorized Users solely in support of Customer's internal operations and otherwise in accordance with the terms of this Agreement and Finalsight's Privacy Policy set forth at finalsite.com/privacy. Additional usage limitations or restrictions may be imposed on Customer's use of the SaaS Services, including limitations on bandwidth and storage, to the extent specified in an Order, and Customer shall comply therewith. Due to the nature of a SaaS delivery model, the SaaS



Services to which the Customer is provided web access hereunder will be the version of such SaaS Services (as may be updated by Finalsité pursuant to Section 5 below) which is then hosted by Finalsité (or its third party hosting provider) for its customers generally. All rights not expressly granted to Customer in this Agreement are reserved to Finalsité and its licensors.

2.02 Customer and its employees, faculty, administrators, students, parents of students, alumni and/or third party service providers who are permitted by Customer to use the SaaS Services on Customer's behalf (collectively, "Authorized Users") may access the SaaS Services, along with applicable content displayed by Customer through the use thereof, over the internet via Finalsité's hosted website solely in support of Customer's operations and within the scope of Customer's permitted use of the SaaS Services. With respect to public-facing content which the SaaS Services are designed to display, Authorized Users include third party community members who access the screen displays of the SaaS Services on a remote, web-enabled basis in order to view the content which Customer has chosen to display to the public. Customer shall be fully responsible for any acts or omissions of its Authorized Users, including any unauthorized use of the SaaS Services or other breach of this Agreement.

2.03 Except as expressly set forth in these Master Terms or an Order, Customer shall not and shall not permit its Authorized Users or other third parties to (i) use, copy, sell, assign, sublicense, convey or otherwise transfer, all or any portion of the SaaS Services; (ii) decompile, disassemble or otherwise reverse engineer the SaaS Services or any portion thereof; (iii) modify, translate or create any derivative works based on the SaaS Services; (iv) remove or alter any copyright notices, trademarks or other proprietary rights notices affixed to or contained within the SaaS Services (v) use the SaaS Services to provide hosting, service bureau, time sharing, outsourcing or other services on behalf of, or for the benefit of itself or any third parties; or (vi) violate or cause the violation of any law, regulation, order, decree or judgment in connection with the use of any Services or any content or data utilized therewith. 

3. Hosting Services.

Finalsite will provide Hosting Services and Support Services in accordance with the Service Level Agreement ("SLA") attached as Schedule 1 to these Master Terms.

4. Deployment and Professional Services.

4.01 Certain Deployment Services and/or Professional Services may require that the parties agree to a SOW, which may include a timetable for delivery and other assumptions. Any timetable set forth in a SOW, Order or other project document is in the nature of a good faith estimate which is dependent on, among other factors, Customer's provision of appropriate information, cooperation, assistance, and tasks, including those items which may be identified as the responsibility of Customer in a SOW.

4.02 Customer shall provide Finalsite access to Customer's logos and trademarks as may be necessary to perform the Deployment Services and other Services requested by Customer. For the avoidance of doubt, Customer shall retain ownership of its logos and trademarks.

4.03 Finalsite will provide all Professional Services and Deployment Services in a professional and workmanlike manner and in accordance in all material respects with any and all descriptions or requirements set forth in an applicable SOW. If deliverables are provided as part of the Deployment Services and/or the Professional Services and those deliverables do not conform in all material respects to any applicable specifications and other requirements which are described in the applicable Order or SOW, Customer shall give Finalsite written notification of the deficiency or non-conformance within thirty (30) days after delivery thereof. Finalsite then shall, within thirty (30) days of receipt of such written notification, exert commercially reasonable efforts to either correct the deficiency or non-conformance or provide Customer with a plan for correcting the deficiency or non-conformance. Customer shall provide reasonable support and assistance requested by Finalsite as reasonably necessary to discover the cause or a cure for the reported deficiency or non-conformance.



5. Maintenance & Support.

5.01 During the Term, and subject to the terms and conditions of this Agreement, including payment of fees, and provided Customer has placed an Order for use of SaaS Services, Finalsité shall provide Customer with Updates and Upgrades to the SaaS Services as and when made available to customers generally. For purposes of this Agreement, "Updates" means a new version of the SaaS Services containing error corrections or bug fixes to the then-current version of the SaaS Services and does not contain functional enhancements, modifications or extensions. "Upgrades" means a new version of the SaaS Services containing functional enhancements, modifications or extensions to the then-current version of the SaaS Services which are not separately priced or marketed by Finalsité. An Upgrade may include architectural changes. Finalsité supports Customer's web access to the SaaS Services utilizing the then-current version and one prior version of Internet Explorer, Safari, Chrome or Firefox.

5.02 During the Term, Finalsité will make available additional Support Services in accordance with Finalsité's then-current standard support policies and practices. Certain Support Services are accessible through the "Help" section located in Customer's interface to the SaaS Services. Certain other Support Services (such as expedited or "priority" support) may be purchased by Customer under an Order, and, in such event, the terms and conditions of such Support Services, and associated fees, shall be as described in the applicable Order.

6. Third Party Technology.

6.01 In connection with the SaaS Services, software or technology of third parties may be accessed and utilized by Customer in connection with its use of the SaaS Services and/or the SaaS Services may enable Customer to interact with and/or utilize third party software or technology (collectively, "Third Party Technology"). By way of example, and not limitation, Third Party Technology would include third party products and services such as online chat services, site translation services, accessibility overlay solutions, font and typography services, and any web service, website, social media platform or



online library that allows (through an interface, a link or otherwise) for embedding functionality within a front-facing webpage served up by the SaaS Services. Except as otherwise expressly provided below, Customer is solely responsible, and shall ensure that Finalsité is not responsible or liable, in connection with Customer's access to or use of any Third Party Technology and any terms associated therewith. To the extent that Finalsité incorporates or embeds any third party software into the SaaS Services such that the embedded software is a core part of the SaaS Services (collectively, "Embedded Software"), then such Embedded Software shall be supported, and Customer shall have the the right to use such Embedded Software, to the same extent as the SaaS Services are supported and permitted to be used under this Agreement. Except as expressly provided above, no rights are granted by Finalsité to Customer or its Authorized Users to use any Third Party Technology.

7. Ownership.

7.01 Customer or its licensors shall own: (a) all data and content that Customer and its Authorized Users input, post, submit, or otherwise provide to Finalsité while utilizing the SaaS Services under this Agreement (where "content" includes text, images, and sounds); and (b) Customer's logos and trademarks (collectively, "Customer Materials"). Customer, and not Finalsité, shall be solely responsible and liable for the content, accuracy or completeness of all Customer Materials (including monitoring the content posted on the website), and for any infringement by any Customer Materials of third party intellectual property rights, and shall ensure that Finalsité is not responsible or liable therefor. For clarity, Customer Materials includes Customer's Personal Information (as defined in Section 8.01 below) and Student Data (as defined in Section 9.01 below).

7.02 Finalsité shall not use or disclose any Customer Materials except: (a) as requested or permitted by Customer; (b) in connection with providing, facilitating or supporting the Services or otherwise exercising rights or performing obligations under this Agreement (including, for example, by addressing technical and other issues related to the Services); (c) to the extent



required, or permitted, by applicable laws or regulations; and/or (d) as otherwise permitted under this Agreement.

7.03 Without limiting Customer's ownership of the Customer Materials, Finalsite and its licensors shall own all right, title, and interest in and to the SaaS Services (including the underlying software and all application program interfaces ("API's") provided or made available by Finalsite) and all documentation, materials, work product and deliverables resulting from or related to the Services (including in each case all enhancements, modifications, updates, upgrades and derivative works thereof and all intellectual property rights in any of the foregoing). Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the SaaS Services or components thereof, whether created solely by Customer or a third party on behalf of Customer, or jointly by Customer and Finalsite or a third party on either party's behalf, shall belong exclusively to Finalsite, and Customer hereby irrevocably assigns all rights therein (including without limitation, all patent, copyright, trademark, trade secret and moral rights) to Finalsite. In the event that Customer or any of its users submit any ideas, suggestions, proposed enhancements, or other feedback relating to the SaaS Services (collectively, "Feedback"), Finalsite shall automatically own such Feedback without compensation to Customer and Customer hereby assigns all rights in such Feedback to Finalsite.

8. Security of Personal Information.

8.01 To effect the purposes of an Order, Customer or an Authorized User may from time to time provide Finalsite with certain personally identifiable information (Customer representing that it has the right to do so in each such instance) of Customer's students, prospective students, parents of students, faculty, administrators, employees and/or Authorized Users that is regulated by various United States laws and regulations ("Personal Information"). Personal Information may include Student Data to the extent it meets the definition thereof in Section 9.1 below.



8.02 Consistent with laws governing Personal Information and Student Data which are applicable to Finals site's performance of Services hereunder, Finals site shall maintain reasonable, industry-standard administrative, physical, and technical safeguards, and implement and maintain reasonable security practices and procedures, which are designed to protect Personal Information from unauthorized access, destruction, use, modification and disclosure. Finals site shall not use or disclose Personal Information, except for the purposes for which it is permitted to use or disclose Customer Materials under Section 7.02 above. Similarly, Customer agrees to comply with its responsibilities under laws governing Personal Information which are applicable to Customer.

8.03 Customer shall maintain reasonable, appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of its account IDs, passwords, and connectivity with the SaaS Services and Hosting Services. Customer shall be solely responsible and liable, and shall ensure that Finals site is not responsible or liable, for account IDs or passwords which are disclosed by Customer or an Authorized User or those which are lost, stolen, compromised, or used for malicious or unauthorized purposes, including in respect of all use of the Services through the use of such account information.

9. Student Data.

9.01 Student Information, Student records and Student-generated content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student and not the property, or under the control, of Finals site. During the Term of this Agreement, Customer shall retain control of all Student Data maintained in connection with the SaaS Services.


9.02 At any time during the Term of this Agreement, Customer may request deletion of any Student Data in Finals site's possession by providing a written request to Finals site signed by a duly authorized representative of Customer specifying: (i) the name of the applicable student(s); (ii) a detailed description of the Student Data to be deleted; (iii) providing contact information of an individual authorized by Customer to answer questions and provide



additional information about such request. Such requests must be addressed to the following address: Privacy Officer, Finalsité, 655 Winding Brook Drive, Glastonbury, CT 06033 or privacy@finalsite.com (which address may be amended by Finalsité from time to time upon notice to Customer). Customer shall be solely responsible and liable to the Student and any other party, and shall ensure that Finalsité shall have no responsibility or liability, in connection with the content of such deletion request (including any errors contained therein) or Finalsité's deletion of Student Data in accordance with such request.

9.03 Finalsité shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data. Finalsité and its employees, agents and contractors shall use Student Data only for purposes for which it may utilize Customer Materials as described in Section 7.02 above.

9.04 Student Data may include "education records" as defined under the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g and its implementing regulations, as they may be amended from time to time ("FERPA"). To the extent that Finalsité collects or processes personally identifiable information in education records in the course of providing Services under this Agreement, then it does so as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) and is designated by Customer for these purposes as a "school official" with legitimate educational interests. In this regard, Finalsité will comply with its responsibilities as a school official under FERPA. Similarly, Customer will comply with the responsibilities applicable to Customer under FERPA.

9.05 Revisions or corrections to Student Data may only be made by Authorized Users of Customer and not the student, parent or legal guardian directly. A student, parent or legal guardian of a student may review personally identifiable information contained in the Student Data directly through use of the SaaS Services and may correct erroneous information, if any, to such information by informing the Customer in writing specifying: (i)  the name of the applicable student; (ii) a detailed description of the Student Data to be corrected; (iii) the appropriate correction, if known. In the event

Finalsite receives a correction request directly concerning any Student Data, it will notify Customer promptly and direct the student, parent or legal guardian to the Customer for a response, or upon the written request of Customer containing such information as described in this subsection, Finalsite will correct the applicable Student Data using the information contained in Customer's written notice. Such requests must be addressed to Finalsite at the address set forth in Section 9.02 above. Customer shall be solely responsible and liable to the Student and any other party, and shall ensure that Finalsite shall have no responsibility or liability, in connection with the content of such modification request (including any errors contained therein) or Finalsite's revisions or corrections to Student Data in accordance with such request.

9.06 Finalsite will report in writing to Customer after its discovery of any unauthorized release, disclosure or acquisition of Student Data not permitted or required by this Agreement or any Order in accordance with the requirements of applicable law. Following discovery, Finalsite will conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition and the identity of the affected students. Finalsite will use reasonable efforts to mitigate the potential harm caused by such unauthorized release, disclosure or acquisition.

9.07 Finalsite will not sell, rent or trade any Student Data, except in connection with the change of control or acquisition of Finalsite's business and in such event the successor-in-interest to Finalsite shall be subject to the provisions of this Agreement.

9.08 Upon termination of this Agreement and all Orders hereunder, Student Data shall be deleted and not retained by Finalsite and Customer shall not have access to any Student Data following the effective date of termination unless a student, parent or legal guardian of a student establishes or maintains an electronic account with Finalsite for the purpose of storing student-generated content.



9.09 For purposes of this Agreement, the following definitions shall apply:

(a) "Student information" means personally identifiable information or material of a student in any media or format that is not publicly available and is any of the following: (i) Created or provided by a student or the parent or legal guardian of a student, to Finalsity in the course of the student, parent or legal guardian using the SaaS Services for school purposes, (ii) created or provided by an employee or agent of Customer for school purposes, or (iii) gathered by Finalsity through the operation of the SaaS Services and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;

(b) "Student record" means any information directly related to a student that is maintained by the Customer or any information acquired from a student through the use of the SaaS Services, except "student record" does not include De-identified student information (defined below) allowed under this Agreement to be used by Finalsity for the purposes described in Section 10.03 below.;

(c) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs; "student-generated content" does not include student responses to a standardized assessment.

(d) "De-identified student information" means any Student Information that has been altered to prevent the identification of an individual student.



10. Consent to Use/Transfer

10.01 Customer warrants and represents that it shall obtain all consents necessary for Finalsité to provide the Services in connection with the Customer Materials, and otherwise use Customer Materials pursuant to the Agreement, including those consents related to the collection of Personal Information from children under the age of 13 in compliance with the Children's Online Privacy Protection Act, as amended ("COPPA"), consents necessary under FERPA to enable Finalsité's provision of Services hereunder, and other consents necessary for the protection and use of the Personal Information and Student Data under applicable law and regulation. Finalsité shall be entitled to rely on this Agreement as Customer's representation that all necessary consents have been obtained and Finalsité shall not be required to independently verify such fact or compliance by Customer with applicable law with respect thereto.

10.02 Customer further represents and warrants that the use of Personal Information and other Customer Materials by Finalsité, in accordance with the terms of the Agreement, is not in violation of any applicable law or regulation, or in breach of any covenant or obligation of confidentiality that Customer has to any person or entity. Customer acknowledges that Finalsité has no responsibility to review or monitor any Customer Materials including reviewing or determining the legality, accuracy or completeness of Customer Materials. Finalsité, however, reserves the right to take any action with respect to the Services that Finalsité deems necessary or appropriate in its sole discretion, if Finalsité reasonably believes Customer's use of the Services could create liability for Finalsité, its affiliates and/or its suppliers or could compromise or disrupt services provided to other clients.

10.03 Customer acknowledges and agrees that, in the course of Finalsité providing Services hereunder, Finalsité may provide access to Customer Materials to employees, affiliates, subcontractors and third party service providers ("Representatives") who have a legitimate need to access such information in order to provide their services to Finalsité as part of Finalsité's provision of Services to Customer. By way of example, Representatives include third parties who provide back-up, hosting, support and business recovery services. Representatives shall be required to maintain the

confidentiality of all Personal Information, Student Data and other Confidential Information of Customer.

10.04 In addition, Customer agrees that Finals site may collect, use and disclose data which is generated, collected or derived in connection with the use of the SaaS Services by Customer and its Authorized Users, including data derived from the Customer Materials to: (a) determine usage trends, (b) conduct research and development (including enhancing its products and services), (c) collect and analyze cookies and other metadata, (d) create analytics and (e) for other business purposes; provided that such data shall be de-identified (such that it will not identify Customer or its Authorized Users) and aggregated (collectively, "De-Identified Data", which includes De-identified student information defined in Section 9.09(d) above). Subject to the above conditions, Finals site shall own all De-Identified Data.

11. Customer Responsibilities.

11.01 In addition to its other responsibilities as set forth in this Agreement, Customer is solely responsible for and assumes all liability relating to (i) decisions about Customer's computer and communications systems needed to access the SaaS Services; (ii) all purchases of any necessary hardware, software, services or licenses required by Customer to access and use the SaaS Services as contemplated in this Agreement; and (iii) provision and maintenance of all domains and URLs used by Customer and its Authorized Users to access the SaaS Services.

11.02 Customer and its Authorized Users shall comply with all applicable law and governmental regulation in their respective execution, delivery and performance of this Agreement and access and use of the SaaS Services.

11.03 Customer represents and warrants, and shall ensure that it and all Authorized Users shall not: (i) use the Services, in whole or in part, to store, initiate or transmit material (including Customer Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any person; comprises unsolicited marketing (i. e. spam), in violation of third-party privacy or property rights, or

otherwise tortious or in violation of applicable law: (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; (iv) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease; and, (v) without Finalsite's prior written consent, imply or state, directly or indirectly, that Customer is affiliated with or endorsed by Finalsite; or, publicize the existence of the Agreement, or any of its terms. Customer will use best efforts to prevent and/or block any prohibited use, and will cooperate with Finalsite to prevent or cease such use from continuing. Customer will notify Finalsite immediately, in writing, if it knows or has reason to know that the Services are being used in violation of the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall be solely responsible and liable, and shall ensure that Finalsite, its officers, directors, representatives and its affiliates are not responsible or liable, for such violative use.

12. Term of the Agreement/Orders.

This Agreement shall become effective on the effective date of the first Order entered into by Customer and Finalsite and shall continue through the termination date of all Orders hereunder (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement. The term of any Order shall be stated in the Order, provided however that unless otherwise provided in any Order, the term of each Order shall automatically renew for successive terms of equal duration to the initial term stated therein unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

13. Termination

13.01 In the event either party defaults in any obligation in this Agreement or any Order, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

13.02 Either Party may terminate this Agreement, effective immediately upon written notice, in the event that the other party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator or trustee over all or substantially all of such party's property or provides for the liquidation of such Party's property or business affairs.

13.03 Either party may terminate this Agreement upon written notice at any time when there are no Orders then in effect.

13.04 Customer shall have the right to terminate an Order for convenience if it first meets each of the following conditions: (i) it must provide Finalsité with at least sixty (60) days prior written notice of the effective date of such termination of the applicable Order; (ii) it must pay Finalsité, as and when due, all fees and expenses which are due for Services provided through the effective date of such termination for convenience; and (iii) it must additionally pay Finalsité, prior to the effective date of termination, an amount equal to the full amount of the fees owed to Finalsité for all periods from the effective date of termination through the end of the then-current term of the applicable Order.

13.05 Customer commits that it has sufficient available funds to pay for the Services purchased under each Order through at least the end of the then-current fiscal year. If, for any fiscal year thereafter during which an Order is in effect, sufficient funds are not appropriated by Customer's public funding body to pay in full the fees due under such Order for that fiscal year, then Customer shall have the right to terminate the Order by providing Finalsité with written notice of termination at least ninety (90) days (or, if later, promptly upon becoming aware of the non-appropriation) prior to the first day of the fiscal year for which sufficient funds will not be available and by paying Finalsité in full for all fees and expenses due through the end of the then-current fiscal year. Customer agrees that the termination rights set forth in this Section 13.05 will not apply if any funds are appropriated to it for the acquisition, retention or operation of software or other services substantially

similar to the Services provided by Finalsité hereunder. Customer agrees to use its best efforts to obtain and maintain sufficient funds to make all payments due hereunder and commits that it will only utilize this provision in the event that, despite its good faith best efforts to continue to fund all Order under this Agreement, such funds were withdrawn by its funding body.

13.06 Termination of this Agreement or any Order shall terminate all Services provided by Finalsité thereunder, and Customer and its Authorized Users shall cease all use of the applicable Services on the effective date of termination or expiration. The due dates of all payments owed by Customer to Finalsité under this Agreement shall become due on the effective date of termination or expiration.

14. Subcontractors.

Finalsité may utilize third party subcontractors and/or service providers to perform, or support performance of, any Services under this Agreement in its sole discretion, subject to the terms of Section 10.03 above to the extent applicable. In such event, Finalsité shall not be relieved from its obligations under this Agreement.

15. Fees and Expenses

15.01 The fees and general scope of the services purchased by Customer shall be as described in the applicable Order, which is made part of this Agreement. Unless otherwise specifically provided in an Order, Finalsité may increase fees effective on the first, and each subsequent, annual anniversary of each Order (including, by way of example, on each annual anniversary of a multi-year initial term) by providing at least sixty (60) days' advance written notice to Customer of the increase, provided that any such increase shall not exceed the greater of six percent (6%) of the fees due for the immediately preceding year or the most recently-measured annual increase in the U.S. Consumer Price Index for the immediately preceding annual period.

15.02 In addition to the fees described above, all out-of-pocket expenses incurred by Finalsité in connection with the Services which are pre-approved

by Customer (including in an Order or a Statement of Work) shall be invoiced by Finalsité at actual cost after the corresponding onsite Professional Services are completed.

15.3 Unless otherwise provided in an Order, Finalsité will invoice Customer on an annual basis, payable in advance. Payment for the invoice covering the first year of this Agreement, which may include subscription fees, Deployment Services fees and other fees as described in the Order, is due and payable within thirty (30) days of the effective date of the Order unless otherwise stated in the applicable Order. Thereafter, unless otherwise specified in the Order, Finalsité will invoice Customer, for each subsequent period of the initial term and for each renewal term, on each annual anniversary of the effective date of the Order. Invoices (including invoices for expenses under Section 15.02 and invoices for any Services other than the subscription fees for the SaaS Services) shall be due and payable within thirty (30) days of invoice date. After thirty (30) days from the invoice date, all overdue unpaid amounts shall carry interest at the rate of 1.0% per month, or the highest rate allowed by applicable law, whichever is less, until payment is received by Finalsité. All fees incurred by Finalsité for collections (including attorneys' fees) must be paid or reimbursed by the Customer. All invoices shall be sent to Customer at the billing address set forth in the Order.

15.04 Customer shall be responsible for the payment of, or reimbursement of Finalsité for, any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of SaaS Services (excluding taxes based upon Finalsité's net income). Upon request, Customer shall furnish to Finalsité evidence of payment of any taxes payable by Customer. If Customer is exempt from the payment of any such taxes, Customer will provide Finalsité with a valid tax exemption certificate authorized by the appropriate taxing authority.

16. Confidentiality

16.01 In the course of performance of this Agreement, the Parties may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information").

Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the SaaS Services, including any modules, functionality or content licensed by Finalsite from third parties; (ii) the distinctive methods or procedures which Finalsite uses in the design, development, licensing, support, or maintenance of the SaaS Services, (iii) the terms and pricing under this Agreement, (iv) each Party's business processes and strategies, (v) all portions of the Customer Materials which are treated as confidential by Customer; and (vi) all information clearly identified by either Party as confidential, provided however that a party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

16.02 Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for any reason. Except for disclosure to a Party's subcontractors and third party service providers who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes.

17. Warranties and Representations; Limitations & Disclaimers

17.01 Finalsite warrants to Customer that for a period of ninety (90) days from execution of this Agreement, the SaaS Services will substantially perform in all material respects the functions described in Finalsite's then-current standard documentation (i.e., online user manuals, online help or other such guides which are made available by Finalsite as part of the SaaS Services) for the applicable SaaS Services when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable Order.

Customer's sole and exclusive remedy for a breach of this warranty shall be that Finalsite shall be required to use commercially reasonable efforts to provide modifications or fixes with respect to the applicable non-conformity in the operation of the SaaS Services. The foregoing warranties shall not apply in the event : (i) Customer or its Authorized Users use and/or access the SaaS Services in a manner which is not in conformance with the terms and conditions of this Agreement and any Order; (ii) Customer or its Authorized Users use the SaaS Services with third party data, software or hardware which is incompatible with the SaaS Services; (iii) errors occur in the SaaS Services or Data resulting from Customer's or its representatives' configuration or manipulation of the SaaS Services, in each case not specifically recommended in writing by Finalsite; or (iv) reduced performance or non-availability of the Services result from failure of network connections, or other factors, beyond the reasonable control of Finalsite.

17.02 Finalsite represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of Finalsite, duly authorized by all necessary action on the part of Finalsite; and (ii) the execution, performance and delivery of this Agreement by Finalsite are within Finalsite's corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of Finalsite, (b) any law, rule, regulation, judgment, order or decree applicable to Finalsite's performance of its obligations hereunder or contravene or cause a default under any license, franchise, permit or other similar authorization held by Finalsite, or any agreement to which Finalsite is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

17.03 Finalsite will exert commercially reasonable efforts to help promote Customer's ability to comply with certain requirements of the Americans With Disabilities Act through the use of available features of the SaaS Services.

17.04 Customer represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of Customer, duly authorized by all necessary action on the part of Customer; (ii) Customer has full authority to act on its behalf as contemplated by this Agreement; and (iii) the execution, performance and delivery of this Agreement by Customer are within Customer's organizational powers, have been duly authorized by all necessary action on the part of the Customer, and do not and will not violate (a) the applicable organizational documents of Customer, (b) any applicable law, regulation, judgment, order or decree or cause a default under any license, franchise, permit or other similar authorization held by Customer, or any agreement to which Customer is a party, or (c) require the consent or other action of any person or entity (including in respect of, or filing with, any governmental body, agency or official) which has not been obtained prior to execution of this Agreement.

17.05 It is Customer's responsibility to determine the suitability of the SaaS Services for Customer's use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY

DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY TECHNOLOGY.

17.06 EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, FOR ALL CLAIMS BY CUSTOMER, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, CUSTOMER'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY CUSTOMER UP TO THE ACTUAL AMOUNT PAID BY CUSTOMER TO FINALSITE UNDER THE APPLICABLE ORDER (I.E., THE ORDER GIVING RISE TO THE LIABILITY) DURING THE TWELVE (12) MONTHS PRIOR TO THE INITIAL ASSERTION OF CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

17.07 EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL FINALSITE OR ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY CUSTOMER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FINALSITE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

18. Modifications/ Amendments.

This Agreement and any Order can only be modified by a written agreement signed by persons authorized to sign agreements on behalf of the parties.

19. Waiver.

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

20. Severability.

If any term or provision of this Agreement or application of the terms of this Agreement to the Parties shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

21. Relationship of Parties.

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the Parties. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel, including, without limitation, federal and state income tax withholding, FICA, FUTA and state payroll taxes, as may be applicable.

22. Assignment.

This Agreement may not be transferred or assigned directly or indirectly by Customer, in whole or in part, without the prior written consent of Finalsite, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may transfer or assign this Agreement in connection

with a Change of Control of such Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. For purposes of this Agreement, "Change of Control" shall mean the sale or other transfer of (i) all or substantially all of a Party's assets; or (ii) 50% or more of the capital stock or other equity interests of a Party, including by merger, consolidation or similar transaction; or (iii) the transfer of majority voting control of a Party.

23. Force Majeure.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, utility or communications failures, computer hackers, denial of service attacks, software viruses, telecommunications slow-downs or failure, erroneous data transmission, or causes which could not with reasonable diligence be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

24. Entire Agreement.

This Agreement, including any and all Orders, Exhibits, Schedules, Appendices, Attachments and material incorporated by reference, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the Parties and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the Parties, including any purchase order. For clarity, while Customer may utilize a purchase order for its internal administrative purposes, any terms or conditions in any such purchase order shall be deemed null and void and the terms and conditions of this Agreement shall solely govern and control.

25. Mutual Indemnification.

25.01 Finalsite shall defend, indemnify and hold Customer and Customer's officers, directors, employees, and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs incurred by Finalsite in defending a covered claim) to the extent caused by (i) any willful misconduct of Finalsite ; and/or (ii) the infringement by the SaaS Services, in their as-delivered, unaltered form, of a U.S. copyright, a U.S. patent issued as of the date on which the applicable Order is entered into by the parties, or a U.S. registered trademark of a third party; provided that Customer shall (a) promptly give written notice of such claim to Finalsite; (b) give Finalsite sole control of the defense and settlement of such claim; and (c) promptly provide to Finalsite all available information and assistance reasonably requested by Finalsite in defending such claim. Finalsite shall have no indemnification obligation, and Customer shall defend, indemnify and hold Finalsite and its officers, directors, employees, attorneys and agents harmless from and against any and all third party claims arising from any alleged infringement of any third party intellectual property rights arising from the combination of any SaaS Services with any of Customer's products, service, content, web service, hardware and/or business process(s).

25.02 Except to the extent expressly prohibited by applicable law, including applicable laws providing for the sovereign immunity of government entities, Customer shall indemnify and hold Finalsite, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent caused by : (i) any willful misconduct of Customer; (ii) the infringement by the Customer Materials, and/or any Third Party Technology provided to Finalsite or input into the SaaS Services by Customer or its Authorized Users, of the intellectual property rights of a third party; (iii) the nature, substance or content of the Customer Materials (such as a defamation claim, an invasion of privacy claim, a claim arising from lack of consent to use the Customer Materials, and/or other claims; (iv) Customer's failure to assume liability or

responsibility where it expressly agrees to do so hereunder; and (v) Customer's or its Authorized Users' failure to access and use the SaaS Services in compliance with the restrictions or prohibitions set forth in this Agreement and/or applicable law and regulation; provided in any such case that Finalsite (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally release Finalsite of all liability and such settlement does not affect Finalsite's business or Service); (c) provides to Customer all reasonably available information and assistance; and (d) has not compromised or settled such claim.

26. Venue and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding conflict of law principles. The original of this Agreement has been written in English and English is the governing language of this Agreement. Customer waives any right it may have under the law of its territory to have this Agreement interpreted by or written in the language of the territory. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. Any disputes arising out of this Agreement or the breach thereof shall be resolved by binding arbitration in Hartford, Connecticut in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

SCHEDULE 1

Service Level Agreement

This Service Level Agreement ("SLA") sets forth the Service Level(s) applicable to the Hosting Services and Support Services provided by Finalsite for the Finalsite SaaS Services. This SLA forms a part of the Agreement between Customer and Finalsite with respect to the provision of the SaaS Services by Finalsite and is incorporated into the Agreement by reference.

1. Hosting/ Availability of the SaaS Services

Service Level	Service Level Commitment	Measurement Window
Availability	99.5%	Monthly

For Purposes of this SLA, the following definitions shall apply:

"Availability" shall mean the portion (in percentage terms) of Scheduled Uptime that the Hosting Services are actually Available for Use.

"Available For Use" shall mean that all of the supported functions and features of the Hosting Services are capable of sending and receiving data to and from the Internet.

"Scheduled Uptime" shall mean the difference between (i) the total time Available for Use during each month and (ii) the sum of the time during which

Finalsite may perform Scheduled Maintenance plus Excluded Time (as defined below).

"Scheduled Maintenance" shall mean maintenance performed by Finalsite during regularly scheduled maintenance windows, which normally shall occur during off-peak hours, or such other times Finalsite may determine, provided it shall provide Customer at least three (3) days' advance notice of such maintenance ("Scheduled Maintenance Window"). Notice of Scheduled Maintenance may be by email to Customer.

"Excluded Time" shall mean any period of time that the Hosting Services are not Available For Use due to the following:

- Emergency maintenance;
- Interruptions in third party networks that prevent Internet users from accessing the Hosting Services; or
- Interruptions in utility service, provided that the Finalsite hosting environment is served by redundant utility connections entering the facility at which the Hosting Services are provided.

2. Availability Service Credits

a. Customer must notify Finalsite in writing of any failure to meet the Availability Service Level and request a Service Level Credit, if appropriate.

b. In the event Finalsite fails to meet the Availability Service Level Commitment more than three (3) times in any rolling twelve (12) month period, upon the written request of Customer, Finalsite will extend five (5) days of hosting service to the Customer at no additional charge (the "Service Credits"). Such Service Credits will be allocated to the Customer annually on the anniversary date of the applicable Order for the SaaS Services.

c. The Service Credits described above shall be the sole and exclusive remedy for Finalsité's failure to meet the Availability Service Level Commitment.

3. Backup Process

Finalsite will back-up or cause daily and weekly back-ups of Data (excluding Customer logos and trademarks) on-site and to an off-site location chosen by Finalsite.

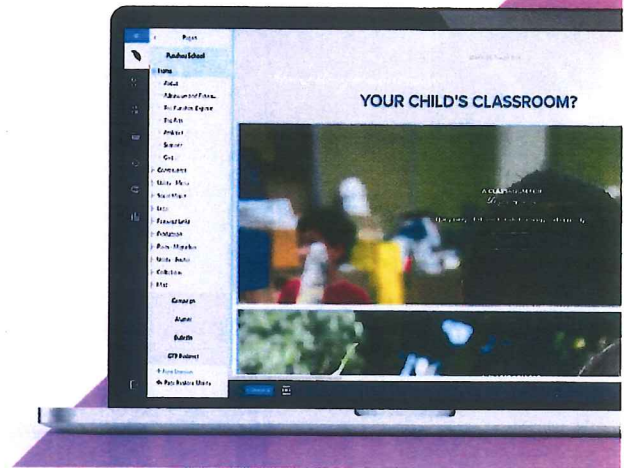
4. Hosting / Bandwidth / Storage Obligations

Finalsite will provide and will be responsible for creating and maintaining the hosting, bandwidth and storage obligations as set out within the Order. If the Customer exceeds the limits defined in the Order, Finalsite shall not be held liable for any performance related issues which arise from use outside of these limits and may, at its discretion, charge for any excess use of these obligations.

Communications Platform

Powerful tools for improving marketing, communications and engagement.

With a mobile-first approach to design and software, quickly develop, publish and share content, embed social media, send emails and post alerts efficiently. A content management system built for school marketing and communications professionals has built-in conveniences for automatically serving device-specific, optimized images and multimedia, and 100% control over content and navigation.



Communications Core Platform

Software

Published Pages
Cloud Storage (GB)|Bandwidth

Admin Users / Editors

Admins with Ticketing Rights

Granular Permissions

Hosting, Security & CDN

Mobile-Friendly Layouts

Drag-and-Drop Page Elements

WYSIWYG Content Editor

Resources (Media, Galleries, Document Library)

Forms Manager

Finalsite Payments by BlueSnap

Faculty/Staff Directory

Page-Based Notifications (Page Pops)

Calendar Manager (Incl. Integration)

Alerts Manager

Blogs, News, & Subscriptions

Boards for Finalsite Posts

Social Media Feeds

Integrated Site Search

Messages (+ Base Role) & Standard Reporting

Athletics Manager

Support Plan

Knowledge Base

Live Webinar Training

Advanced Developer Tools (CSS, javascript access)

Sub Domains

HTTPS

STARTER

Unlimited

10GB|5GB/month

5

1

✓

✓

✓

✓

✓

✓

Up to 3

✓

✓

✓

✓

✓

✓

Up to 3

Embeds

Basic

2,500/mo

Basic

✓

✓

✓

✓

✓

✓

STANDARD

Unlimited

25GB|25GB/month

15

5

✓

✓

✓

✓

✓

✓

Up to 20

✓

✓

✓

✓

✓

✓

Up to 10

Feeds - Starter

Basic

15,000/mo

Standard

✓

✓

✓

✓

✓

✓

PREMIUM

Unlimited

100GB|250GB/month

Unlimited

10

✓

✓

✓

✓

✓

✓

Up to 30

✓

✓

✓

✓

✓

✓

Up to 20

Feeds - Standard

Advanced

30,000/mo

✓

Premium

✓

✓

✓

Up to 3

✓