

FINALSITE ORDER

This Finalsite Order (the “**Order**”) is entered into by and between Active Internet Technologies, dba Finalsite (“**Finalsite**”) and Newport Independent Schools (“**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 June, 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.

A mutually acceptable date for migration will be finalized between Customer and Finalsite, no later than December 31, 2022.

This Order does not supersede any current invoices issued under the SP Agreement. All fees and expenses incurred by Customer under the SP Agreement are due and payable as of the Effective Date of this Order and all outstanding invoices reflecting such amounts remain in full force and effect.

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

SchoolPointe Composer Upgrade

The Statement of Work ('SOW') for this Creative Services Package can be reviewed here <https://www.finalsite.com/sow-schoolpointe-conversion>

Composer CMS Platform

Core Communications Platform - SchoolPointe Conversion

View a detailed description of what's included in your software package here <https://www.finalsite.com/spc>

Products Included in Core Communications

Admin Users / Editors - 3 per school	HTTPS Implementation
Admins with ticketing rights - 1 per school (pooled)	Integrated Site Search - Basic
Calendar Manager	Knowledge Base
Cloud Storage (GB) Bandwidth 25GB 25GB transferred/month	Mobile-Friendly, Responsive Design
Drag-and-Drop Page Elements	News/Blogs via Finalsite Posts (# of Boards) - 4 per school

Faculty/Staff Directory (public facing)	Page-Based Notifications (Page Pops)
FERPA-compliant Hosting Security & CDN	Published Pages (Unlimited)
Forms Manager - 5 per school (pooled)	Resources (Media, Galleries, Document Library)
Finalsite Composer Content Management System	Self-Paced LMS and Live Webinar Training
Granular Permissions	Support Plan - SchoolPointe

Additional Products or Services Purchased:

Modules	
iOS/Android App	

SchoolPointe	
SchoolPointe Branded App	SchoolPointe CMS

Special Provisions:

SchoolPointe products with exception of SendIt are to be deactivated by December 31, 2022.

The following changes supersede the existing terms in the Master Term and Conditions:

26 - Venue and Applicable Law:

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Kentucky, excluding conflict of law principles.

Services: Initial Term and Fees:

The initial term of this Order is for the (4) 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 - Oct 25 2021	\$ 0
Period 2 - Jul 01 2022	\$ 6,090
Period 3 - Jul 01 2023	\$ 6,395
Period 4 - Jul 01 2024	\$ 6,715

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 Newport Independent Schools
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.

C. Client Contact Information

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

Billing Contact	Project Contact
Title	Title
Address 301 E. 8th Street	Phone
City, State Zip Newport, KY 41071	Email
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.