

Software Quote

Quote Number:	00000181	Quote Date:	08-Nov-21
Term Start Date:	01-Jul-22	Term End Date:	30-Jun-23
Invoice Date:	01-Jun-22	Purchase Order:	

Customer Data	
School or District	Camp Ernst Middle School
Building	Camp Ernst Middle
Address City, State, ZIP	6515 Camp Ernst Rd Burlington, KY 41005
Contact	Jessica Jones
Phone	859.534.4000
Email	jessica.jones@boone.kyschools.us
Memo	Free Appointment Pass First Year, \$500 Multi-building Discount EHP Implementation, FTM First Semester Pilot, Prorated Second Semester Subscription, Waived FTM implementation with paid EHP subscription

Product	Quantity	List Price	Sale Price	Discount	Total Price
EHP01: e-hallpass with Appointment Pass - Annual Software License	800.00	\$3.00	\$2.50	\$400.00	\$2,000.00
EHP11: e-hallpass Implementation - One-Time Implementation Fee: Professional Development Package - Includes 2 Live Training Meetings and System Setup	1.00	\$1,000.00	\$500.00	\$500.00	\$500.00
FTM03: FlexTime Manager (Multi-Product Discount) - Annual Software License	800.00	\$5.00	\$2.50	\$2,000.00	\$2,000.00
FTM11: FlexTime Manager Implementation - One-Time Implementation Fee: Professional Development Package - Includes 2 Live Training Meetings and System Setup	1.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00

List Price Subtotal	\$9,400.00
Prorated Software License Discount	\$
Total Discount Amount	\$-4,900.00

Thank you for your business!

P.O. Box 2012, Southeastern, PA 19399
855-338-7747



Software Quote

www.eduspiresolutions.org

Grand Total	\$4,500.00
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Customer Instructions

Please issue Request for Invoice or Purchase Order (if required) electronically to:
accounting@eduspiresolutions.org

Or send physical check to:
Eduspire Solutions LLC
P.O. Box 2012
Southeastern, PA 19399

Please call 1-888-401-2011 or email accounting@eduspiresolutions.org with any additional questions.

If you request credit card payments to be enabled for your invoice, a 3% payment processing fee will be automatically added to your invoice.

Need a W-9 for Eduspire Solutions? Get it here:
<https://tinyurl.com/es-w9-2021>

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TERMS AND CONDITIONS OF USE:

1. **Software Service:** Under this Quote, Eduspire Solutions ("Eduspire") agrees to provide a limited non-exclusive Software License for Customer via web access to the Software for use by students, teachers and administrators within the building(s) indicated above. Customer agrees to utilize software in accordance with the Terms of Use as posted electronically within the Software or available at <https://eduspiresolutions.org/terms-of-use/>.
2. **Software License Term:** The Term of Software License granted by Eduspire is an annual term, which may be pro-rated in the first year of service from the Quote Date through the next June 30, unless otherwise stated. Terms automatically renew for subsequent years from July 1 - June 30 unless terminated by Customer at least 30 days prior to renewal for any reason including Budgetary Non-Appropriation. All future invoices will be issued at the then-current Software License Fees. Any changes to future Software License Fees or any associated fees will be disclosed in writing to the Customer at least 30 days prior to the end of each Term. Customer will not be entitled to refunds for any portion of the then-current Term upon termination of their Software License once the Term has begun. Eduspire has the right to terminate Customer's Software license immediately for any violation of the Terms of Use. Eduspire also has the right to terminate Software provided via this Agreement for convenience with at least 30 days written notice. In the event of termination of convenience by Eduspire, Customer will be entitled to a pro-rated refund for the current Term.
3. **Implementation and Other Fees:** Standard Implementation Fees include implementation of the Software without any customization. Eduspire will work with designated Customer building technical support staff who will be responsible for implementation and maintenance of Software within Customer's building and integration with any applicable school systems. All paid implementation includes remote video training for a designated staff and leadership team at the school. Other consulting or customization fees may apply if work requested is deemed out-of-scope, and travel and living expenses will apply if Eduspire staff onsite presence is requested.
4. **Upgrades:** Eduspire, from time to time, may provide upgrades and enhancements to the Software. It will make available to Customer all general upgrades, but not necessarily all upgrades will be available without additional cost (i.e., there may be specific upgrades or enhancements available for additional cost, or upgrades that affect only specific Customers).
5. **Intellectual Property:** All intellectual property pertaining to the Software, including any applicable trademarks and copyrights, is and shall remain the sole property of Eduspire. Customers will not attempt to copy or otherwise reverse-engineer or create derivative works from the Software, nor will they provide any information regarding the operation of the Software to any other parties. Customer shall not publish videos, screenshots, or other information regarding the software operation publicly without the prior permission of Eduspire.
6. **Public Disclosure:** Customer grants Eduspire the right to publicly disclose the fact that Customer is using the Software for Eduspire's advertising and other promotional purposes unless otherwise stipulated by Customer in writing.
7. **Limited Warranty:** Eduspire warrants that the Software will perform substantially during the Term. Eduspire does not warrant that the Software is error-free. Eduspire's sole obligation with respect to its limited warranty is limited to commercially reasonable efforts either to the repair of defects in the Software or to the provision to Customer of an avoidance procedure upon notification by Customer of the deficiency within the Term.
8. **Limitation of Liability:** THE SOFTWARE IS PROVIDED TO CUSTOMER FOR ITS USE ON AN AS-IS AND AS- AVAILABLE BASIS. THE MAXIMUM LIABILITY OF EDUSPIRE, ITS EMPLOYEES AND REPRESENTATIVES, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, OR ANY NEGLIGENCE OR OTHER MALFEASANCE BY EDUSPIRE, SHALL NOT EXCEED THE AMOUNT OF FEES FOR THE SOFTWARE AND RELATED SERVICES ACTUALLY PAID BY CUSTOMER DURING THE TERM WHEN DAMAGES WERE INCURRED.
9. **Indemnification:** Customer shall defend, indemnify and hold harmless Eduspire and its partners, officers, employees, agents, and assigns from all losses, damages, liabilities, deficiencies, actions, judgments, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees), which may be incurred or imposed upon Eduspire or Customer relating in any way to their use of the Software.
10. **Taxes:** Customer is responsible for paying any applicable federal, state, or local taxes relating to the Software and related services provided. Eduspire will invoice Customer and Customer will be responsible for paying all such taxes unless Customer provides Eduspire with a valid tax exemption certificate or proof of Customer's direct payment of such tax amounts.
11. **Confidentiality:** Customer agrees to keep all pricing and related items of this Quote strictly confidential unless required to disclose them based on administrative, regulatory, legislative, executive, or judicial requirements, or at the request of any other legitimate governing authority. All school and user data is kept confidential in accordance with the Eduspire Privacy & Security Policy (<https://www.eduspiresolutions.org/privacy-policy/>)
12. **Entire Agreement:** This Quote is a complete and exclusive statement of the agreement between the parties with respect to its subject matter, and supersedes all prior oral and written communication between the parties about its subject matter. Quote is only valid for 30 days after the Quote Date unless otherwise stated. Acceptance of the Terms and Conditions of this Quote is effective upon Customer's issuance of a Purchase Order for this Quote and/or subsequent Invoice Payment.

Thank you for your business!

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(<https://eduspiresolutions.org>)



Schedule a Demo

(<https://eduspiresolutions.as.me/demos>)



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855-EDUSPIRE

Eduspire Solutions

Privacy & Security Policy

Policies Regarding Eduspire Solutions Software, Mobile Apps, and Cloud Platforms

These privacy provisions apply to www.e-hallpass.com, www.flextimemanager.com, www.schedool.com, www.studentvoicechoicer.com, and any other websites or mobile applications through which we offer client access to our software platforms.

This privacy and security policy discloses the privacy and security practices for Eduspire Solutions. This privacy policy applies to any user data collected or contained in conjunction with usage of any of our software platforms, including our web applications and our mobile applications. It will inform users of the following:

1. What personally identifiable information is collected from users, how it is used and with whom it may be shared.
2. The security procedures in place to protect the misuse of user information.

User Data Privacy

Eduspire Solutions is a member of the Alliance for Student Data Privacy (<https://sdpc.a4l.org/>) and a signatory of the Student Privacy Pledge (<https://studentprivacypledge.org/signatories/>).

We are committed to responsible data privacy protections and our systems are fully compliant with the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506, and the Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h.

User data (including students, teachers, staff, administrators, or anyone else given login credentials to our software) used by our application may include user first and last names, user email addresses, user graduation years, and other related data that may be considered Personally Identifiable Information under relevant data privacy regulations and statutes. Clients provide this information to Eduspire Solutions rather than Eduspire Solutions collecting it directly from end users.

All data transmitted to Eduspire Solutions by clients, is, and will continue to be, the property of and under the control of the client. Its transmission to Eduspire Solutions for use in the platforms noted above constitutes acceptance of this Privacy Policy and our Terms of Use, as well as acknowledgement that it is the responsibility of the clients to provide appropriate notification and consent mechanisms for the end users (students, teachers, and staff) or their legal parents or guardians where required by regulation or statute, since it is the client which

transmits this data to Eduspire Solutions to authorize its use within the relevant software.

User data is not shared with anyone other than those working directly with Eduspire Solutions to support our software, and it will not be released to any other third parties without client authorization. Any such third parties or successor entities are also bound by privacy and data security policies that are consistent with our current policies. User data is only utilized within the context of the software platforms and is never utilized for any other purposes other than the administrative and educational purposes which support our clients. Eduspire Solutions also pledges never to collect, use, sell, or share such information for any purposes beyond the authorized educational or school purposes.

Data Security

Eduspire Solutions maintains full compliance with FERPA via our secured cloud infrastructure. We take robust precautions to protect user information. All user information and data accessed in or through our software platforms is always done via an encrypted connection (SSL or SFTP), and all user data is stored only in restricted-access and encrypted databases on our protected network and servers.

When users submit sensitive information via our web-based platforms, that information is protected. Users' personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and who are required to keep the information confidential. In addition, all sensitive information supplied is encrypted via Secure Socket Layer (SSL) technology. The computers & servers in which we store personally identifiable information are kept in a secure environment.

While we use encryption to protect sensitive information transmitted online, we also protect user information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information.

Eduspire Solutions uses modern technology through our cloud infrastructure partners to provide regular automatic backups and disaster recovery options in case of accidental data loss.

However, not all data may be recoverable, depending on the nature and timing of loss of any particular set of data. Eduspire Solutions also uses monitoring and third party tools to detect any possible data breaches and has a full data security and remediation plan in place for any suspected data breaches or other system penetration from unauthorized users.

User Access to and Control Over Information

Any data regarding individual user accounts is owned by the school organization that is responsible for sharing user data with us. Eduspire Solutions retains user data and associated software use data at the direction of the school or district. Individual user data (including student data) can be accessed by students, parents, or other authorized parties for review or correction by requesting this data directly from the school or district. While individual user data is generally deleted only via the specific request of the original user source data provider (typically the school or the district), Eduspire Solutions does not retain user data any longer than necessary. In the case that a school or district no longer uses our software, all user data would not be retained for a period beyond one full school year after termination of services. Users may also have the ability to opt out of using our software entirely or request to have specific user account data deleted based on the policies of the user's school or district. Please contact the school or district with any requests regarding this provision.

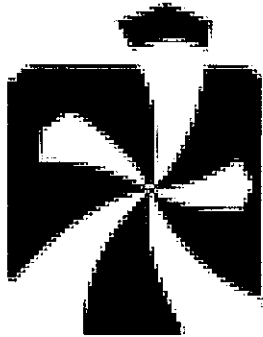
It is also relevant to note that certain user data is accessible from within the software to anyone whom we are instructed to give access to via user credentials of specified administrative types including teachers, staff, and other administrators. When we are instructed to create these login credentials, then they can be used to see student information from the relevant system including information such as student schedules, attendance, hall pass usage, or other items. In those cases, the client also acknowledges it is their responsibility to ensure their administrative users are also acting in compliance with relevant data privacy statutes and regulations.

General Security and Privacy Policy Notices

Policy Updates

Our Privacy & Security Policy may change from time to time and all updates will be published in this policy and the most recent version will always be posted publicly on our website. In the case of any material changes, all customers (i.e., each school or district) will be notified with the ability to opt out of any changes as warranted. Continued use of the software following such notifications will be interpreted as acceptance of any such changes.

Eduspire Solutions Software Privacy Policy - Rev May 2021



EDUSPIRE SOLUTIONS

PO Box 2012
Southeastern, PA 19399
(888) 401-2011

Contact Us
(/contact/)

<https://www.linkedin.com/company/eduspire-solutions/>

Eduspire Solutions

[Our Team](#)

[Contact Us](#)

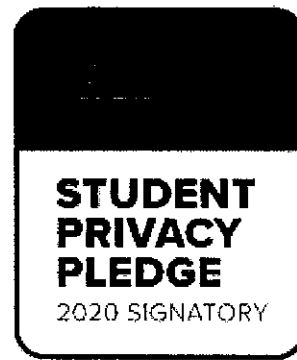
Products

[e-hallpass](#)

[FlexTime Manager](#)



(<https://privacy.a4l.org/>)



(<https://studentprivacypledge.org/>)

Eduspire Solutions is a member of the SDPC (<https://privacy.a4l.org/>) (Student Data Privacy Consortium), and is a signatory of the Student Privacy Pledge. All software is FERPA compliant.

[Privacy Policy\(/privacy-software\)](#)

[Terms of Use\(/terms\)](#)

[Website Privacy Policy\(/privacy-website\)](#)

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