

# 2022 Eventlink Contract

2880 U.S. Hwy. 231 S.  
Lafayette, IN 47909-2874  
Phone: (866) 330-7710  
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<b>School</b> Dayton High School 200 Greendevil Ln Dayton, KY 41074	<b>Administrator</b> Mr. Scott Meyers, Principal Phone: (859) 292-7486 Fax: (859) 261-1606 Email: scott.meyers@dayton.kyschools.us	<b>Contact</b> Mr. Tom Ratterman, Co-Athletic Director Phone: (859) 292-7486 Cell/Summer Number: Email: tom.ratterman@dayton.kyschools.us	<b>Athletic Director</b> Ms. Jessica Hoffman, Co-Athletic Director Phone: (859) 292-7486 Fax: Email: jessica.hoffman@dayton.kyschools.us	Date: 3/2/2022 Sales Rep: Brandon Smith Carl Dick John Beardmore CSR: Mandy Betances Barbara Marshall Email: sales@eventlink.com
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Billing and Shipping					
Product Eventlink	Package Full version	End Date 7/1/2023	Base Cost \$1,000.00		
Full version			\$1,000.00	x	1
Athletics only			\$300.00	x	0
Conversion Fee			\$150.00	x	0
<b>Sub-Total*</b>					<b>\$1,000.00</b>
Sales Tax: Exempt#: Provide Certificate					\$0.00
* Net 30 (Net due within 30 days from invoice date)					
* Sales tax will be added if applicable					
<b>Total (USD)</b>					<b>\$1,000.00</b>

## Term and Fees.

The initial term of this agreement shall commence on the date that Customer executes this agreement (the "Start Date") and shall continue until the date that is one year after that date. Upon expiration of the initial term, this agreement shall automatically renew annually unless terminated as provided herein. For subsequent years, the Contract Total will be billed at Start Date.

Customer shall pay Eventlink all sums due under this agreement as follows: The contract total will be due on the Start Date (net 30).

## Administrative Account Registration and Security.

Customer is responsible for protecting the security and confidentiality of its username and password and access to the secured portal of Eventlink™. Eventlink does not endorse any sponsorship advertisement included in a Eventlink™ message or any other communication. Customer is entirely responsible for any and all activities that occur under its account. Customer agrees to notify Eventlink immediately of any unauthorized use of its account or any other breach of security. Eventlink will not be liable or responsible for any loss that Customer may incur as a result of unauthorized use of School's account, including but not limited to someone using Customer's password or account without authorization, either with or without Customer's knowledge ("Unauthorized Use"). However, Customer shall be liable for losses incurred by Eventlink or another party due to Unauthorized Use of Customer's account. Eventlink reserves the right at all times to disclose any information related to Customer's account as Eventlink deems necessary to satisfy any applicable law, regulation, legal process or governmental request

**Compliance with Laws.** Customer is solely responsible for providing the interface between Customer's student information system and Eventlink™ and shall, as necessary and appropriate, provide data and information from such system. Customer is solely responsible for the security and protection of all protected student information and the knowledge of and adherence to any and all contracts, laws, statutes, rules and regulations pertaining to Customer's use of Eventlink™ and the dissemination of information through Eventlink™, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232(g) et seq) and the corresponding regulations. By using Eventlink™, Customer agrees that it will not or allow others to: 1) Use Eventlink™ for other than informational purposes; 2) Post or transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content; 3) Use Eventlink™ to impersonate other parties or entities; or 4) Use Eventlink™ to upload any content that contains a software virus, or any computer code, files, or programs that may alter, damage, or interrupt the functionality of Eventlink™ or the hardware or software of any person who uses Eventlink™.

**Disclaimer.** Eventlink™ messages and alerts may be delayed during transmission for technical reasons. Eventlink and/or its respective suppliers make no representations about the content, suitability, reliability, availability, timeliness, or accuracy of the information, software, products, services and related information related to Eventlink™ or contained within Eventlink™ messages or on the website for any purpose, including changes to event information made by Customer administrators, unauthorized use of Eventlink™, and the receipt, delivery, or notification of notices, and specifically disclaims all liability related to such. Eventlink does not warrant that Eventlink™ will be virus free. All such Eventlink™ information, software, products, and services are provided "as is" without warranty of any kind, at Customer's own risk. Eventlink SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTY OF MERCHANTABILITY.

Customer specifically agrees that Eventlink shall not be responsible for unauthorized access to or alteration of Customer's transmissions or data, or any material or data sent or received or not sent or received to any device. Customer specifically agrees that Eventlink is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. In no event shall Eventlink and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, loss of life, injuries, data or profits, arising out of or in any way connected with the use or performance of Eventlink™, with the delay or inability to use Eventlink™ or related services, the provision of or failure to provide Eventlink™ services, or for any information, software, products, or services obtained through the Eventlink™ service, or otherwise arising out of the use of Eventlink™, whether based on contract, tort, negligence, strict liability or otherwise, even if Eventlink or any of its suppliers has been advised of the possibility of damages. If Customer is dissatisfied with any portion of Eventlink™, or with any associated terms of service, Customer's sole and exclusive remedy is to request that Eventlink turn off or terminate Eventlink™.

**Indemnity.** Customer agrees to indemnify, defend, and hold harmless Eventlink, its affiliates, and their respective shareholders, directors, officers, employees and agents from and against any and all liability associated with any claim arising out of Customer's use of and its dissemination of information through Eventlink™, including but not limited to compliance with the Family Education Rights and Privacy Act (20 U.S.C. §1232(g) et seq) and the corresponding regulations, and its breach of this Agreement or other fault, including reasonable attorney's fees and costs.

**Termination of Service.** If Customer desires to terminate Eventlink™, Customer must notify Eventlink in writing at least thirty (30) days prior to the end of the then-current term. If Customer breaches this Agreement, Eventlink may terminate this Agreement. However, Customer will have ten (10) days to cure any payment default before the Agreement will be terminated. Customer is responsible for all payments for Eventlink™ through the date Eventlink terminates Eventlink™.

**Miscellaneous.** The parties intend that this Agreement incorporates their entire understanding with respect to the subject matter hereof and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement is governed by the laws of Indiana. Customer consents to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Tippecanoe County, Indiana as the exclusive legal forums for any dispute related to this Agreement, and the prevailing party shall be entitled to reimbursement of its attorney fees and costs from the nonprevailing party. The provisions of this Agreement are intended to be severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part, that provision will be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the remaining provisions of this Agreement. This Agreement has been duly and validly executed and delivered by Customer and constitutes a legal, valid and binding obligation of Customer enforceable in accordance with its terms. This Agreement has been duly and validly executed and delivered by Eventlink and constitutes a legal, valid and binding obligation of Eventlink enforceable in accordance with its terms. This Agreement may be executed in one or more counterparts.

465797.2

Date

Signed (School Administrator)

Title