

# Powering Your School's Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2022 we've partnered with more than 2,500 clients in all 50 states to build their website, custom mobile app, and the alert and notification system.

## What Makes Us Different

### 1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your district's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

### 2 The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

### 3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our districts. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate**.

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I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.

...

All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!

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# Scope & Deliverables

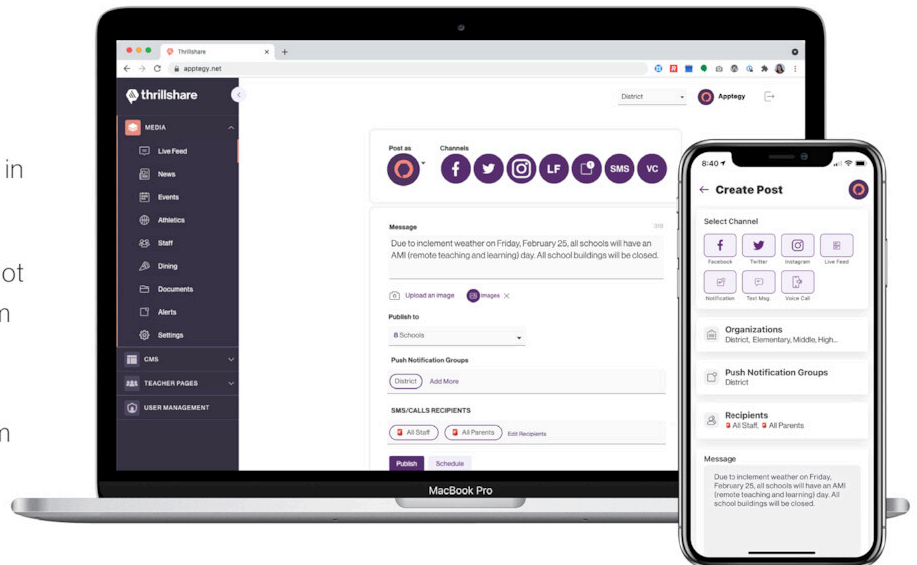
At Apptegy, we've developed the first publishing platform for school districts, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

## Publishing Platform

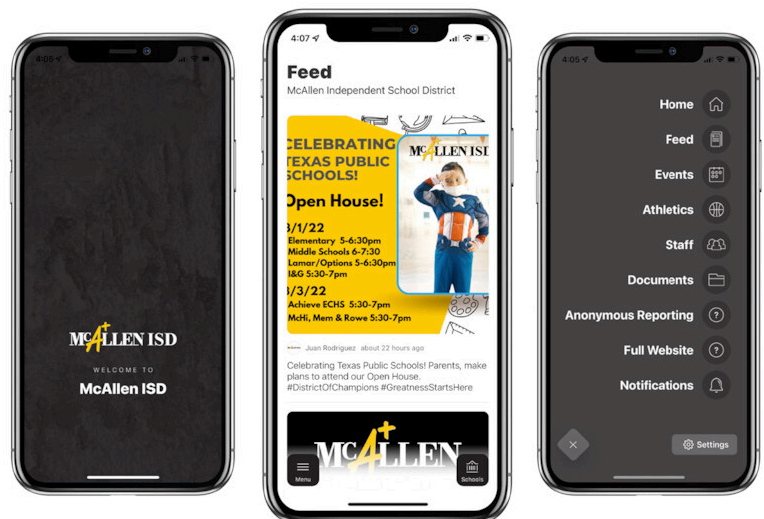
From the beginning, Thrillshare was designed to contain all your district communication channels in one place.

Built specifically for school districts, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and your alerts and notification system. Keeping information up-to-date is **as easy as it gets**, from the lunch menu to your calendar and news.



## Mobile Apps

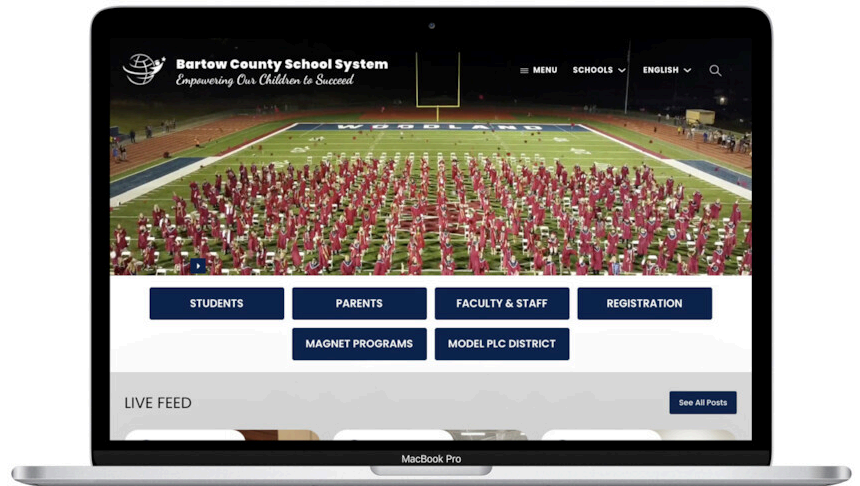
We build beautiful mobile apps for **Android** and **iPhone** that focus on what really matters: the user experience. A user experience that delights parents and community members means they will continue to come back to the app for meaningful information.





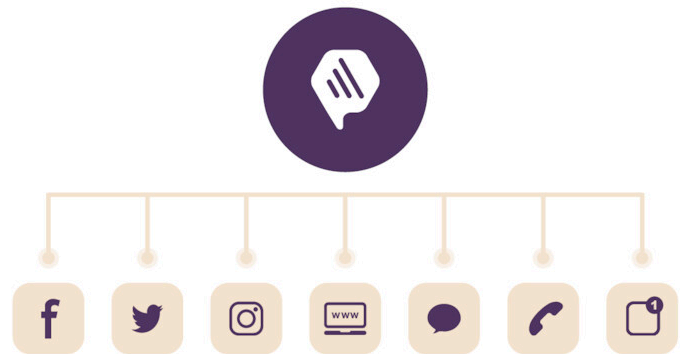
## Websites

We will work with you to understand how you want your district brand to come across by creating a new website. Within your common branding, each school webpage can be customized, using the school's specific colors, mascots, logos, etc. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



## Alerts

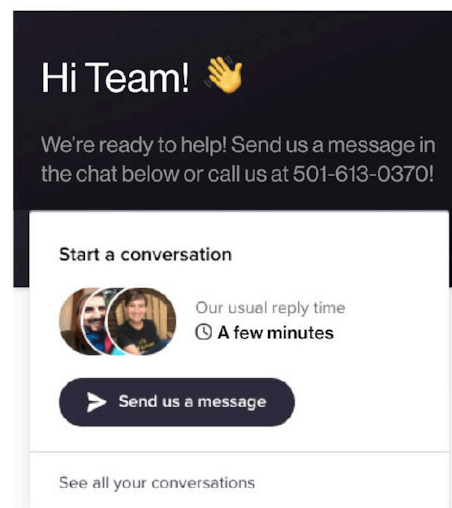
In order to save you time, we can automatically **sync with your Student Information System** so you can send out text, phone and email notifications. Easily send and schedule recurring alerts like attendance calls. Plus, with state-of-the-art technology, your text, email and voice calls can be automatically translated.



## Transition & Support

We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for the district.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.



# I. Estimated Transition Timeline

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## Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

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## Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

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## Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

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## Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

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## Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

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## Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.

## II. Schedule of Pricing

Description	Price	Qty	Subtotal
<b>Mobile App Development (one-time)</b> One-time app development for iOS and Android apps for the District + 4 schools  *Billed one-time	\$11,500	1	\$11,500
<b>App Development Discount (one-time)</b> Discounting app development for agreement signed by 6/30/22	-\$4,500	1	-\$4,500
<b>Multi-year agreement discount (one-time)</b> Discount on development cost for extended contract	-\$1,400	1	-\$1,400
<b>Thrillshare (annual)</b> Thrillshare Publishing Platform (desktop and mobile) for ~ 1500 students  *Billed and payable in full annually  *For Clients that elect automatic renewal, pricing subject to 3% annual increases after last year of initial purchased term(see Terms for more info)	\$10,700	5	\$53,500
<b>Website design and hosting</b> Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
<b>Alerts</b> Unlimited text, voice, and email alerts Included in Thrillshare cost  *Subject to Carrier restrictions (see Terms for more info), including, but not limited to, character limits per SMS message [currently 320 characters per SMS message]	\$0	1	\$0
<b>Support, service, and training</b> Included in Thrillshare cost	\$0	1	\$0
<b>Static content migration</b> Included in Thrillshare cost	\$0	1	\$0

**TOTAL**

**\$59,100**

### III. Payment Schedule

Bill Date	Amount
60 Days from signature	\$16,300 (\$5,600 discounted development cost + \$10,700 annual)
August 2023	\$10,700 annual
August 2024	\$10,700 annual
August 2025	\$10,700 annual
August 2026	\$10,700 annual
August 2027	\$10,700 annual
	*Subject to 3% increase for renewal

 SIGNATURE  
Chuck Toler

\*Agreed to and accepted by: \_\_\_\_\_

BY THE SIGNATURE ABOVE, the institution (“Client”) agrees that this Software and Services Agreement of Apptegy, Inc. (consisting of the foregoing Estimated Transition Timeline and Schedule of Pricing, the “Agreement”) includes and is subject to the Additional Terms and Conditions of Service (the “Terms”) attached to and incorporated in this Agreement.

Client acknowledges receipt of this Agreement and the Terms, and hereby accepts and agrees to be bound by this Agreement and the Terms. By signing above, the person warrants that she or he has the authority to act on behalf of and bind Client to this Agreement and the Terms.



## IV. Terms & Conditions

### ADDITIONAL TERMS AND CONDITIONS OF SERVICE

The following Additional Terms and Conditions of Service (the "**Terms**") are a binding part of the Software and Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "Apptegy"). References to the "**Agreement**" below collectively include the Software and Services Agreement and these Terms. Capitalized terms used but not otherwise defined in these Terms will have the meanings given to them in the Software and Services Agreement.

**1. Integration with Other Agreements.** If you have a separate written contract for the purchase of Services from Apptegy (collectively, in all forms, a "**Purchase Agreement**"), the terms and conditions of your Purchase Agreement and our mutual obligations under the Purchase Agreement will be separate from this Agreement; *however* you will also be subject to this Agreement as follows: (i) the terms of your Purchase Agreement will control and govern with respect to all matters expressly addressed in your Purchase Agreement; and (ii) the terms of this Agreement will control and govern with respect to all matters not expressly addressed in your Purchase Agreement. If you do not have a separate Purchase Agreement, this Agreement will control and govern in all circumstances.

**2. Services; License.** Apptegy will provide the products and services at the prices and for the Term (collectively, "**Services**") set out in the Schedule of Pricing of this Agreement. During the Term, Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to use the Services, and Apptegy's right and license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

**3. Fees.** Client will pay to Apptegy all fees set out in the Schedule of Pricing of this Agreement. Client acknowledges that (i) certain fees are payable in annual portions for each year of the Term as set out in the Schedule of Pricing, (ii) certain fees are subject to Three Percent (3%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Schedule of Pricing, (iii) all service and implementation fees are due in full upon execution of this Agreement, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Apptegy will invoice Client for the first year of Services *and for all other fees due, including subsequent-year fees, in accordance with the Payment Schedule of this Agreement.* Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client acknowledges that fees for Services do not include sales and use taxes, as applicable, and Client is solely responsible for any such taxes.

**4. Term.** The term of this Agreement (the “**Term**”) will start on the date Apptegy receives an executed Agreement from Client. The first 60 days will consist of the implementation period, and the start date for Client’s Services (the “**Client Start Date**”) will be 61 days from contract execution, unless otherwise indicated in the Payment Schedule. The Agreement will terminate on the anniversary of the Client Start Date that is after the number of term years initially purchased by Client, as set out in the Schedule of Pricing, plus any renewal periods. This Agreement and its terms will automatically renew for successive, additional periods of one (1) year. Subject only to applicable procurement and appropriations law, Client agrees that (a) it may not terminate this Agreement before the expiration of any then-current Term without cause, unless Client pays Apptegy all fees in full for all term years of the then-current Term, as set out in the Schedule of Pricing, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

**5. Performance Terms.** In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the performance of this Agreement, including providing and using the Services, will be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, user eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. By executing this Agreement, Client agrees that it has reviewed the Terms of Use and Privacy Policy and agrees to be bound by all terms and conditions therein.

**6. Carrier Restrictions.** Apptegy provides unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

**7. TCPA/CTIA Compliance.** Client is exclusively responsible for complying with the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"), in connection with all communications sent via the Services by Client and users under Client's account. Client is encouraged to establish and implement methods and procedures to ensure compliance with the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who will be creating and sending communications on the methods and procedures.

Apptegy provides Client with materials and information relating to complying with the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the TCPA and/or the CTIA.

**8. COPPA Notice and Compliance.** If Client allows children under the age of thirteen (13) to use the Services, Client is exclusively responsible for complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), in connection with use of the Services by Client and users under Client's account. Client consents as required under COPPA to the permissible collection and use of personal information in the Services from users under Client's account. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, and representatives who will be creating and sending communications on the methods and procedures. Apptegy provides Client with materials and information relating to complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

Apptegy's privacy policies for Thrillshare Rooms and Thrillshare Media, accessible as set out above, confirm that Apptegy may collect information about child users as provided by Client or as provided by the child, parent, or guardian via messaging, chat rooms, and other features of the Services (for example: the child's name, parent or guardian's name, and grading information). Except as required by separate privacy laws, some or all of this information may not be private. For example, information shared via the chat feature of the product will be visible to Client, as the party paying for and/or otherwise providing access to the Services to child users or others. Client warrants that Client has obtained and will maintain the required parent or guardian consent for Apptegy's collection, use, and disclosure of information for any children under the age of thirteen (13) with access to the Services. Apptegy will disclose such information in accordance with COPPA and its privacy policies.

**9. Third Party Functions.** Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Rooms Policies or Media Policies, whichever is applicable with respect to Client's purchased Services, for more information.

**10. Disclaimers; Limited Liability.** Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Rooms Policies or Media Policies, whichever is applicable with respect to Client's purchased Services, for more information.

**11. Miscellaneous.** The Software and Services Agreement, together with (i) these Terms, and (ii) either the Rooms Policies or the Media Policies, whichever is applicable with respect to Client's purchased Services, and (iii) if applicable, Client's Purchase Agreement, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) Client's Purchase Agreement for all matters expressly addressed in the Purchase Agreement; then (2) the Software and Services Agreement for all matters expressly addressed in the Software and Services Agreement; then (3) these Terms; then (4) either the Rooms Policies or the Media Policies, whichever is applicable with respect to Client's purchased Services.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement.

This Agreement may not be amended or modified without the prior written consent of both parties. If any provision(s) of this Agreement are held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, DocuSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

