



display, copy, communicate, and otherwise use Customer Content solely to the extent necessary to perform its obligations or enforce its rights under the Agreement or where required by law.

- b. **Security.** Screencastify will establish and maintain appropriate administrative, technical, and physical safeguards and controls to: (i) ensure the ongoing confidentiality, integrity, availability, and resilience of the Services and Customer Content and (ii) restore the availability and access to Customer Content in a timely manner in the event of a physical or technical incident.
- c. **Compliance with Privacy Laws.** Customer acknowledges that Screencastify may collect and use information from its Authorized Users in accordance with its privacy policy located at www.screencastify.com/privacy/policy in connection with the Services. Screencastify agrees to comply with all laws and regulations that apply to its collection of such personal information.
- d. **Customer Responsibility Regarding Customer Content.** Customer is responsible for ensuring that Customer Content does not violate the Agreement, third-party intellectual property rights, or applicable laws and regulations (including illegal, harmful, offensive, defamatory, misleading, obscene, or abusive material), and allows for the processing of the Customer Content. Customer will take reasonable steps to identify and promptly remove any such Customer Content.
- e. **Customers Associated with Schools and School Districts.** Where Customer is a school, school district or technology purchasing agent on behalf of schools or school districts who is purchasing the Services for use in K-12 classrooms ("School Customer"), such School Customer represents and warrants that it has (i) the authority to consent to Screencastify's collection and use of personal information from its students; (ii) obtained any required parental consent for Screencastify's collection and use of personal information from its students, including if required verifiable parental consent under the Children's Online Privacy Protection Act ("COPPA"); (iii) not received any revocation of such parental consent. By enrolling a student or helping the student use the Services, the School Customer provides consent to Screencastify for the collection and use of its students' personal information, including students under 13 years old, solely in connection with the use of the Services for classroom educational purposes.

4. **Fees, Payment and Taxes**

- a. **Payment and Fees.** Customer must pay the fees according to the payment terms in the Sales Order. All invoices will only be delivered electronically using the billing and contact information provided by Customer. Customer agrees to provide clear indication with its payment as to which invoices (or portions thereof) the payment should be applied.
- b. **Disputes.** If Customer believes Screencastify has incorrectly billed Customer, Customer must contact Screencastify in writing within 30 days of the invoice date, specifying the error and Screencastify agrees to work in good faith with Customer to resolve such dispute.
- c. **Taxes.** Customer is responsible for paying all applicable taxes. If Screencastify determines it has the legal obligation to pay or collect taxes associated with Customer's use of the Services, Screencastify will add such taxes to the applicable invoice and Customer must pay such taxes, unless Customer provides Screencastify with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues Screencastify for unpaid taxes for which Customer is responsible under the Agreement and which Customer did not pay to Screencastify, Screencastify may invoice Customer and Customer will be obligated to pay such taxes to Screencastify or directly to the taxing authority, plus all applicable interest, penalties, and charges.

5. **Indemnification**

- a. **Screencastify Obligations.** Subject to any limitations set forth in section 6, Screencastify will pay damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Screencastify) for third-party claims, demands, actions, demands or legal proceedings filed against a party ("Claim") alleging the Services directly infringe the third party's patent, copyright, or trademark; or Screencastify has misappropriated the third party's trade secrets, provided that Screencastify will have no such obligation for Claims where the alleged infringement is caused by (i) Customer's combination of the Services with any component not supplied by Screencastify or (ii) Customer's unauthorized modification of the Services or use of the Services in a manner that violates these Terms or the applicable Sales Order.
- b. **Conditions.** The indemnification obligations under this article are subject to the indemnified Party (i) promptly giving written notice of the Claim to the indemnifying Party, (ii) giving the indemnifying party sole control of the defense, negotiation, and settlement of the indemnified portion of the Claim, (iii) providing the indemnifying Party with all reasonable assistance required to effectively defend the Claim.



- c. **Remedies.** In the defense or settlement of any third-party intellectual property infringement Claim, Screencastify may, at its sole option and expense: (i) procure for Customer a license to continue using the Services in the same manner as anticipated by the Agreement; (ii) replace or modify the allegedly infringing Services to avoid the infringement at no additional cost to Customer; or (iii) terminate Customer's license and access to the Services (or its infringing part) and refund any prepaid unused Fees as of the date of termination. The remedies and obligations in this section are Customer's sole and exclusive remedies and liability regarding the subject matter giving rise to any third-party intellectual property infringement Claim.
6. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING ANY LOSS OF REVENUE, PROFITS OR DATA ARISING FROM BREACH OF THESE TERMS OR THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT FOR CLAIMS BASED ON SCREENCASTIFY'S WILLFUL MISCONDUCT, SCREENCASTIFY'S AGGREGATE LIABILITY ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER UNDER, OR IN CONNECTION WITH THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.
7. **Term and Termination.** These Terms govern all Sales Orders between Customer and Screencastify and will remain in effect so long as there is an existing Sales Order. The subscription term is as stated in the applicable Sales Order or, if no term is provided, one (1) year from the execution of the applicable Sales Order ("Subscription Term"). This Agreement (or an individual Sales Order) may only be terminated as expressly provided herein. Either party may terminate the Agreement if the other party materially breaches the Agreement and fails to cure within 30 days of the non-breaching party's written notice of breach (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure it is not repeated). Upon termination or expiration of this Agreement, (a) all rights granted pursuant to the Agreement cease immediately; and (b) all accrued fees, invoices or other payments remain due and payable in accordance with the terms of the Agreement.
8. **Warranties, Disclaimers and Remedies**
 - a. **General Warranty.** Screencastify warrants that the Services as delivered to Customer will materially conform to the Documentation and specifications set forth in the applicable Sales Order.
 - b. **Remedies.** To the extent permitted by law, Customer's sole and exclusive remedy arising out of or in connection with a breach of the warranty above is limited to the correction of the Services defect, as applicable. If in Screencastify's sole discretion the defect cannot be corrected, Screencastify may terminate the applicable portion of the Sales Order and provide a refund of any prepaid unused fees for the applicable Services.
 - c. **Disclaimers.** To the maximum extent permitted by law and except for the express warranties in this section, Screencastify provides the Services on an "as-is" basis. Screencastify disclaims and makes no other representation or warranty of any kind, express, implied, or statutory (including claims about merchantability, title, non-infringement, accuracy, or fitness for a particular purpose). Customer acknowledges Screencastify does not control and Screencastify is not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage arising from (i) Customer equipment or the transfer of data over communication networks, facilities, and devices (including the Internet); (ii) limitations, interruptions, delays, cancellations, and other problems inherent in the use of such communications networks, facilities, and devices not within Screencastify's control; and (iii) Customer's failure to properly install appropriate security updates and patches to software and programs on networks and devices within Customer's control.
9. **Confidentiality.** Unless otherwise required by law or court order, each party agrees to keep the other party's Confidential Information (including the terms of this Agreement) strictly confidential and not disclose such information to any third party, other than officers, directors, trustees, employees, attorneys and advisors on a strict need to know basis only, provided that such person is subject to a confidentiality obligation sufficient to comply with the terms of this Agreement. Each party agrees to take all necessary action to protect the confidentiality of the Confidential Information. "Confidential Information" means non-public or proprietary information about the disclosing Party's business (including copies, summaries, and extracts) which is (i) disclosed in tangible form and is identified in writing as confidential at the time of disclosure, (ii) disclosed in non-tangible form that is unambiguously identified as confidential at the time of disclosure, or (iii) disclosed in such a manner, or of such a nature, that a reasonable person under the same circumstances would clearly understand the information to be confidential. Confidential Information of Customer includes Customer Content.



Screencastify Order Form

Order Number: 00002025
Order Created: 7/27/2022
Order Expires: 9/25/2022

Prepared For:
Amy Johns
Associate Director of Technology
Fayette County Schools
amy.johns@fayette.kyschools.us
8593814188

Screencastify Contact:
Shaun Conway
shaun@screencastify.com
Screencastify, LLC
P.O. Box 734530
Chicago, IL
60673-4530

Subscription and Pricing:

Product	Qty	Sale Price	Total Price
Suite (Record,Edit, Submit)	1	\$37,500.00	\$37,500.00

Total Amount	\$37,500.00
Total Due	\$37,500.00

Billing Details:

Subscription Start Date: 9/1/2022
Subscription End Date: 8/31/2023

Payment Terms: 30 Days

Terms and Conditions:

By accepting this Order Form, Customer agrees to subscribe to the products and services listed above for the term indicated above and that all Services are subject to Screencastify's Master Terms and Conditions located at <https://screencastify.com/msa>, which are incorporated herein by reference.


The Term of this Order form expires on the Subscription End Date listed above and will automatically renew for subsequent terms of equal length unless Customer notifies Screencastify of its intent to cancel at least sixty (60) days prior to the end of a term. The individual signing or accepting this Order Form represents and warrants that they have the authority to purchase subscription services on Customer's behalf.

The pricing in this Order Form is valid until the Expiry Date listed above and may not be honored if this Order Form is not accepted on or before that date. Unless otherwise indicated, all pricing is in US Dollars. Screencastify will invoice you for the amounts shown in this quote upon execution of this Order per payment terms above. Offline payments are accepted for orders of \$500 or more. If you are required to issue a purchase order, please have your purchasing department email a signed

PO referencing this quote to the email above. Find more payment information and instructions at <https://screencastify.com/payment-info>.

Access to subscription services will begin on the Subscription Start Date upon receipt of this accepted Order Form. Any professional development services included in this Order Form must be scheduled in advance, are subject to Screencastify's reasonable availability and are not guaranteed to be provided within a specific timeframe.

Accepted and Agreed:

Fayette County Schools	
Signature:	
Name:	
Title:	
Date:	8/11/22

