

- 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 CustomerContent.
- 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 tradesecrets, 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

- 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.



Confidential Information does not include information that (i) is or becomes generally publicly available through no fault of the receiving Party, (ii) was known to the receiving Party, free of any confidentiality obligations, before its disclosure by the disclosing Party, (iii) becomes known to the receiving Party, free of any confidentiality obligations, from a source other than the disclosing Party, or (iv) is independently developed by the receiving Party without use of or reference to the Confidential Information, as demonstrated by documents and other competent evidence in the receiving Party's possession

10. General Provisions

- a. Law and Jurisdiction. If Customer is located in the United States, the law of the US state where Customer is located will govern any dispute between Customer and Screencastify without regard to that state's rules on conflicts of law and the venue for all such disputes must be the state or federal courts located in the US county where Customer is located. Otherwise, the laws of the State of Himos will govern any dispute between Customer and Screencastify and the venue for all such disputes must be the state or federal courts located in Gook County, Himoss:
- b. Relationship of the Parties. Screencastify will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of the Agreement. The Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary relationship between the Parties.
- c. Customer's Purchase Order. Any terms and conditions contained in Customer's purchase order or related documents submitted by or on Customer's behalf are void and do not apply to the relationship between Customer and Screencastify.
- d. Waiver, Modification. No failure or delay by either Party in exercising any right under the Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies. The Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.
- e. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid, the provision may be interpreted by the courts o as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining portions of the Agreement will remain in full force and effect.
- f. Assignment. Neither Party may assign any of its rights or obligations under the Agreement without the prior written consent of the other Party (not to be unreasonably withheld or delayed).

 Notwithstanding the foregoing, either Party may assign the Agreement in its entirety (including all rights and obligations) without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any purported assignment in violation of this section will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
- g. Force Majeure. Neither Party will be liable for or be considered to be in breach of the Agreement on account of any delay or failure to perform as required by the Agreement as a result of any unforeseeable or exceptional situation beyond its reasonable control, so long as the non-performing Party (i) did not cause such situation by its own negligent acts or omissions, and (ii) exercised all due diligence and used commercially reasonable efforts to avoid such situation and mitigate the impact.
- h. Third Party Beneficiaries. There are no third-party beneficiaries to the Agreement, including, without limitation, Authorized Users.
- i. Entire Agreement. The Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations, and warranties, both written and oral, regarding the subject matter.

Accepted and Agreed:

| CUSTOMER: FC PS | Screencastify, LLC |
|----------------------|--------------------|
| Signature | Signature |
| Name: 0- 55 | Name: |
| / Title: Super. ytal | Title: |
| Date: 8/17/22 | Date: |



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 | (01) | Sale Brice | 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:

Hapolar Od

Fayette County Schools

Signature!

Name:

Title:

Date: \$\frac{11}{2}\$

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