



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

3/14/23

AGENDA ITEM (ACTION ITEM):

Consider/Approve Consider/Approve renewal subscription agreement with Arbiter Registration, Formerly FamilyID, for paperless collection for Athletic Forms with Scott High School for 1 Year July 7, 2023 to July 6, 2024

APPLICABLE BOARD POLICY:

01.01 Legal Status of the Board

HISTORY/BACKGROUND:

Arbiter Registration provides a paperless platform to collect required athletic forms. The information can be easily shared with the school administration, athletic director, coaches, and athletic trainers. Once a parent uploads the paperwork the students will have an account their entire high school career. The company is giving the school a price based on the 22-23 school year.

FISCAL/BUDGETARY IMPACT:

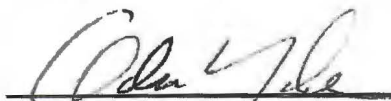
School athletic budget \$1675

RECOMMENDATION:


Approval to renew subscription with Arbiter Registration, formerly FamilyID for athletic forms with Scott High School for one year, July 7, 2023 to July 6, 2024

CONTACT PERSON:

Casey Fisk – Athletic Director Scott High School


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Subscription Agreement

Arbiter Registration Plans & Features

We offer all-inclusive, annual subscription plans for K-12 schools. We work with thousands of school administrators to streamline sign-ups for school programs, clubs and activities.

Subscription Type

School Plan 2022-2023

Pricing

Arbiter Registration's (formerly FamilyID) pricing for schools is simple. It's based on your number of unique program participants and does not cap the number of programs they register for. Schools love how this allows them the freedom to collect as many registrations for those participants as they need throughout the entire school year!

Number of Participants	Subscription Pricing
First 500 unique participants	\$1,375 (minimum)
From participant 501-6,000	\$2.40 each
From participant 6,001 and up	\$2.10 each

Features

Your subscription includes all the core features you need to start running more efficient programs and improving the registration process for your school and for the families in your community! That includes our best-of-breed technology, integration with other software partners, and access to our unsurpassed customer care team. Arbiter Registration truly is the gold-standard in online registration!

Included Platform Features:

- One administrative account/landing page for every 500 participants
- Landing page customization & branding
- Unlimited program listings with registrations forms that you can customize in minutes
- Access to thousands of program templates
- Enhanced photo gallery to make your programs stand out from the crowd
- Embed video and bring your organization to life
- Social media links (Facebook and Twitter) to grow your social followers
- Optional integration with our payment partners (PayPal, Stripe or MySchoolBucks)
- Optional integration with our scheduling partners (Schedule Star, ScheduleGalaxy)

Included Professional Services:

- Account set-up and custom program template creation included with first account
- Virtual on-boarding including one hour of personalized user-training
- Unlimited technical support for your school staff and your program participants via phone and email
- Unlimited access to live and recorded webinars
- Unlimited access to our online Help Center with hundreds of knowledge-base articles and how-to videos

Additional Features

Arbiter Registration's affordable online registration management platform gives schools of all shapes and sizes the freedom to create and customize a solution that best meets their requirements and budget. You can always customize your subscription with these recommended feature add-ons:

- Advanced Administration: Unique user roles & privileges; Data visualization of program statistics; Bulk email program participants; Multi-language programs (\$0.45 per participant)

- FamilyID Pro: Mobile tools for coaches, instructors, chaperones; Attendance tracking, Absence notifications & One-way, group email messaging to parents (\$0.55 per participant)
- Invitations & SIS Integration Platform: Invite families and promote participation; Distribute Student/Membership IDs; Track results (\$1.75)

Subscription: 07/07/2023 - 07/06/2024

up to 500	Participants	\$1,375.00
Administrative accounts		
1	Included account/landing page(s)	\$0.00
Additional Features		
500	Advanced Administration: Roles & Privileges, Program Statistics, Bulk Email, Multi-Language Programs	\$225.00
500	Arbiter Registration Pro: Mobile app, Attendance tracking, Absence notifications & One-way, group email notifications to parents	\$275.00
Subtotal		\$1,875.00
\$200.00 Customer Loyalty		- \$200.00
Total		\$1,675.00

Comment:
2023/2024 Renewal

Authorized Purchaser

Organization Name*	Scott High School	Department	Athletics
First Name*	Casey	Last Name*	Fisk
Title*	Athletic Director	Email*	casey.fisk@kenton.kyschools.us
Work Phone*	8599601527	Cell Phone	8594860660
Street*	5400 old Taylor mill rd	City*	Taylor mill
State*	KY	Zip Code*	41015

Billing Contact

First Name*	Casey	Last Name*	Fisk
Title*	Athletic Director	Email*	Casey.fisk@kenton.kyschools.us
Work Phone*	8593563146	Cell Phone	8594860660
Street*	5400 Old Taylor Mill Rd	City*	Taylor Mill
State*	KY	Zip Code*	41015
		P.O. Number	

* ☐ I certify that I am authorized to purchase Arbiter Registration on behalf of my school/organization and agree to pay the total amount above for use of the Arbiter Registration platform for the term of this subscription.

Signature*

Date: 03/14/2023

Thank you for your business. You're part of the Arbiter Family!

TERMS & CONDITIONS

ARBETERSPORTS TERMS AND CONDITIONS OF SERVICE

AS OF March 24, 2023

These Terms and Conditions of Service (these "*Terms*") are a binding agreement between you ("*you*" or the "*User*") and ArbiterSports, LLC and its affiliates ("*we*," "*us*" or "*ArbiterSports*"). These Terms state the terms and conditions under which you may use the ArbiterSports Services (defined below). Please read these Terms carefully before accessing and using the ArbiterSports Services. By using and accessing the ArbiterSports Services, you agree that you have read and understand these Terms and further agree to be bound by these Terms. If you do not accept these Terms, do not access or use the ArbiterSports Services.

ArbiterSports may revise these Terms at any time without notice by updating these Terms on the ArbiterSports Services. Any such revisions made to these Terms shall be effective immediately upon posting to the ArbiterSports Services. You should visit this web page periodically to review these Terms. Your continued use of the ArbiterSports Services means that you accept and agree to any revisions to these Terms. If you disagree with these Terms (as revised from time to time) or are dissatisfied with the ArbiterSports Services, your sole and exclusive remedy is to discontinue accessing and using the ArbiterSports Services.

IF YOU ARE USING OR REGISTERING TO USE THE ARBITERSPORTS SERVICES ON BEHALF OF ANY BUSINESS, SCHOOL, GROUP OR OTHER ENTITY, THEN YOU REPRESENT AND WARRANT THAT (I) YOU ARE DULY AUTHORIZED BY SUCH ENTITY TO ACCEPT THESE TERMS AND CONDITIONS ON SUCH ENTITY'S BEHALF, AND (II) THE TERMS "YOU" AND "USER" WILL REFER TO THE ENTITY THAT YOU REPRESENT AND TO ANY PERSON USING THE ARBITERSPORTS SERVICES ON BEHALF OF SUCH ENTITY. ANY ACCOUNT REGISTERED IN THE NAME OF AN ENTITY WILL BE OWNED BY SUCH ENTITY AND NOT BY ANY INDIVIDUAL USER OR ACCOUNT ADMINISTRATOR. SUCH ENTITY SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING ACCESS TO THE ARBITERSPORTS SERVICES IN THE EVENT OF A CHANGE OF SUCH ENTITY'S AUTHORIZED USERS, INCLUDING A CHANGE IN THE ACCOUNT ADMINISTRATOR. ARBITERSPORTS MAY CONCLUSIVELY RELY ON ANY WRITTEN DIRECTION THAT PURPORTS TO BE AUTHORIZED BY THE ENTITY OR ANY PERSON ACTING ON BEHALF OF THE ENTITY WITHOUT VERIFICATION, INCLUDING CHANGING THE ACCOUNT ADMINISTRATOR, AND ARBITERSPORTS SHALL HAVE NO LIABILITY FOR SUCH ACTION.

You must be at least 18 years of age to use the ArbiterSports Services, and by agreeing to these Terms, you confirm that you are at least 18 years old. ArbiterSports does not knowingly collect or solicit personal information from anyone under the age of 18 without parental consent, and ArbiterSports does not knowingly allow such persons to register for the ArbiterSports Services without parental consent. If you are under the age of 18, do not attempt to register for the ArbiterSports Services or send any information about yourself to ArbiterSports without parental consent. If ArbiterSports learns that we have collected personal information from anyone under the age of 18 without verification of parental consent, ArbiterSports will delete such information.

If you believe that ArbiterSports has any information from or about a person under the age of 18 without parental consent, please contact us at verify@arbitersports.com.

ARTICLE 1. DEFINITIONS

Section 1.01. Definitions. The following definitions shall apply to these Terms:

- **Access:** The term "*access*" and variations thereof (including, without limitation, "*accessing*" and "*accessible*") means to upload to, store data in, retrieve data from or otherwise approach, display, reproduce, frame, establish a link to, or make use of (directly or indirectly) through electronic means or otherwise.
- **Affiliate:** The term "*affiliate*" means, with respect to a specified entity, any entity that, directly or indirectly, controls, is controlled by, or is under common control with the specified entity. For this purpose, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.
- **ArbiterSports:** The term "*ArbiterSports*" means, collectively and individually, ArbiterSports, LLC, a Utah limited liability company, as well as its affiliates, successors and assigns.
- **ArbiterSports Marks:** The term "*ArbiterSports Marks*" means all trademarks, trade names, service marks and trade dress of ArbiterSports, including, without limitation, ARBITER, ARBITERSPORTS, ARBITERPAY, ARBITERMOBILE, ARBITERLIVE, ARBITERATHLETE, ARBITERGAME, ARBITER360, ARBITERWORKS, and ARBITERONE.
- **ArbiterSports Policies:** The term "*ArbiterSports Policies*" means any written statements or policies (in printed or electronic form) concerning access to the ArbiterSports Services as may be adopted or modified by ArbiterSports from time to time and posted through the ArbiterSports Services. ArbiterSports Policies include, but are not limited to, these Terms, the [ArbiterSports Privacy Policy](#) and, if User is registered to use ArbiterSports' ArbiterPay service, the applicable [User Agreement for ArbiterPay Users] or the [User Agreement for ArbiterPay Payors].
- **ArbiterSports Software:** The term "*ArbiterSports Software*" means any online or downloadable software provided by ArbiterSports, including without limitation the ArbiterGame, ArbiterOne, ArbiterPay, ArbiterLive, ArbiterWorks, Arbiter360, ArbiterAthlete and FamilyID web applications and/or mobile applications.
- **ArbiterSports Services:** The term "*ArbiterSports Services*" means the ArbiterSports Software, the ArbiterSports Websites, and any related applications, software, and services provided or made available by ArbiterSports.
- **ArbiterSports Technology:** The term "*ArbiterSports Technology*" means any and all Technology developed by or for ArbiterSports, including without limitation the

ArbiterSports Software, the ArbiterSports Services, and all Technology incorporated therein.

- **ArbiterSports Websites:** The term "*ArbiterSports Websites*" (each individually an "*ArbiterSports Website*") means the websites located on the internet at arbitersports.com, arbiterpay.com, reftpay.com, familyid.com, arbiterlive.com , or other websites providing the ArbiterSports Services, including any and all ArbiterSports Technology used, incorporated, stored or accessible therein.
- **Authorized User:** The term "*Authorized User*" means User's employees, representatives and agents who are authorized by User to access and use the ArbiterSports Services under the rights granted to User pursuant to these Terms.
- **Registered User:** The term "*Registered User*" means a User who has registered with ArbiterSports and created an account to use the ArbiterSports Services.
- **Technology:** The term "*Technology*" means information, data, ideas, works of authorship, computer software, source code, object code, executable code, software libraries, documentation, databases, database designs, data dictionaries, data models, fields, records, scripts, texts, interfaces, interface designs, screen displays, websites, web pages, links, visual works, graphic images, audio, video, compilations, formulas, methodologies, techniques, processes, procedures, adaptations, derivative works, computers, hardware, peripherals, components, networks, product lists, supplier lists, customer lists, and any other proprietary information or intellectual property.
- **User:** The term "*User*" shall mean any person who accesses an ArbiterSports Website or uses the ArbiterSports Services.

ARTICLE 2. LICENSE; SCOPE OF USE

Section 2.01. Access. Subject to and conditioned upon User's strict compliance with all terms and conditions set forth herein, ArbiterSports hereby grants User a non-exclusive, non-transferable, and revocable license to access the ArbiterSports Services. This license grants User and its Authorized Users the right to view, browse, retrieve, and request products and services of ArbiterSports through the ArbiterSports Services, and, if User is a Registered User:

(a) upload and post information on and through the ArbiterSports Services, subject to these Terms;

(b) install, in accordance with these Terms, any downloadable ArbiterSports Software on computers or mobile devices controlled by the Registered User; and

(c) use the ArbiterSports Software in accordance with these Terms.

Section 2.02. ArbiterSports Policies. User shall comply with all ArbiterSports Policies, which ArbiterSports may modify from time to time in its sole discretion. All ArbiterSports Policies and any such modifications shall be effective immediately upon posting to the ArbiterSports Services. User is solely responsible for ensuring User's compliance with all ArbiterSports Policies, as such may be modified from time to time, and User should check the ArbiterSports Services periodically to review ArbiterSports Policies. ArbiterSports may monitor your use of the ArbiterSports Services to ensure compliance with ArbiterSports Policies.

Section 2.03. Use Restrictions. User shall not, and shall require its Authorized Users not to, directly or indirectly:

- (a) use (including make any copies of) the ArbiterSports Services beyond the scope of the license granted under Section 2.01;
- (b) provide any other person, including any subcontractor, independent contractor, affiliate, or service provider of User, with access to or use of the ArbiterSports Services except Authorized Users;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the ArbiterSports Services or any part thereof;
- (d) combine the ArbiterSports Services or any part thereof with, or incorporate the ArbiterSports Services or any part thereof in, any other websites or programs, other than ArbiterSports' official partners and websites and programs integrated into the ArbiterSports' Websites and Services by ArbiterSports or with ArbiterSports' written permission;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the ArbiterSports Services or any part thereof;
- (f) remove, delete, alter, or obscure any trademarks or any copyright, patent, or other intellectual property or proprietary rights notices provided on or with the ArbiterSports Services, including any copy thereof;
- (g) copy the ArbiterSports Services, in whole or in part;
- (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the ArbiterSports Services, or any features or functionality of the ArbiterSports Services, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (i) use the ArbiterSports Services in violation of any law, regulation, or rule;

(j) use the ArbiterSports Services for purposes of competitive analysis of the ArbiterSports Services, the development of a competing software product or service, or any other purpose that is to the commercial disadvantage of ArbiterSports; or

(k) violate any other provision of these Terms.

Section 2.04. Password. User's right to use the ArbiterSports Services is not transferable. Any password, account identifier or right given to a User to access or use the ArbiterSports Services is not transferable. User hereby accepts responsibility and shall be solely liable for all access to the ArbiterSports Services in connection with User's account, including, without limitation, any and all actions, omissions, losses and damages occurring in connection with such access. User shall be solely responsible for maintaining the confidentiality and security of User's account and password. User shall immediately notify ArbiterSports of any unauthorized use of User's account or of any other breach of security related to User's account or password. User shall prevent anyone other than an Authorized User from accessing the ArbiterSports Services through User's account, and User shall be liable for all use of User's account, whether or not authorized by User.

Section 2.05. Compliance. User agrees to comply with these Terms and all local, state, and federal laws, statutes, ordinances, and regulations that apply to User's use of the ArbiterSports Services, and to ensure the compliance by such User's affiliates, officers, directors, members, managers, employees, independent contractors, joint venturers, and agents with respect to the same.

Section 2.06. Access Limitations. Notwithstanding any other provision of these Terms, ArbiterSports reserves the right to change, suspend, disable access to, discontinue or remove any services, products, content, or other materials comprising the ArbiterSports Services at any time without notice. Further, ArbiterSports reserves the right to cancel User's account for any reason and in the exclusive discretion of ArbiterSports, upon providing notice of such cancellation to User in accordance with Section 8.09 of these Terms, and in no event will ArbiterSports be liable to User or any third party for exercising such rights. Upon cancellation of User's account, User shall immediately cease and desist any and all access to and attempts to access any portion of the ArbiterSports Services reserved for Registered Users. Notwithstanding the foregoing, User will remain liable for all amounts due, if any, in connection with User's use of the ArbiterSports Services, and any products or services offered through the ArbiterSports Services.

Section 2.07. User Submissions. User understands and acknowledges that User is solely responsible for all information and materials User submits, transmits or uploads to the ArbiterSports Services for purposes of using the ArbiterSports Services, including information provided to User by third parties. User represents and warrants to ArbiterSports that all such information and material (i) is property of User or is provided with the express permission of the owner of such information or material; (ii) regarding anyone under the age of 18 is provided with parental consent; (iii) is provided by User in accordance with any agreements and all laws applicable to User's collection, use and transmission of such information and material and does not infringe upon or violate the rights of any other party; (iv) is true, accurate, complete and

current at all times; and (v) may be used, stored and relied upon by ArbiterSports without liability to User or third parties. USER UNDERSTANDS AND AGREES THAT THE SUBMISSION OF ANY SUCH INFORMATION AND MATERIAL IS AT USER'S SOLE RISK, AND ARBITERSPORTS HEREBY DISCLAIMS ANY AND ALL LIABILITY TO USER FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION OR MATERIAL IN ANY WAY.

Section 2.08. Privacy Policy; Required Disclosures. ArbiterSports' use of User's confidential information and third-party information is subject to the [ArbiterSports Privacy Policy](#), and User hereby agrees to the terms of the ArbiterSports Privacy Policy. Without limiting the foregoing, User acknowledges and agrees that ArbiterSports may disclose User's confidential information and third-party information if and to the extent that such disclosure is required by applicable law, regulation, subpoena, or court order.

ARTICLE 3. INTELLECTUAL PROPERTY

Section 3.01. Ownership and Title. The content, organization, graphics, design, compilation, magnetic translation, digital conversion, ArbiterSports Technology and other matters related to the ArbiterSports Services are the property of ArbiterSports and are protected pursuant to applicable copyright, trademark and other proprietary and intellectual property rights laws. ArbiterSports grants User a limited, revocable license to use ArbiterSports' content, products and services only as specifically set forth herein, and any use outside of or in conflict with these Terms is strictly prohibited and may lead to civil and criminal penalties, including possible monetary damages. User does not acquire ownership rights to any content, document or other material viewed, created or downloaded through the ArbiterSports Services, with the exception of any information and material submitted by User in connection with User's use of the ArbiterSports Services. ArbiterSports' posting of information or materials on an ArbiterSports Website or through the ArbiterSports Services does not constitute a waiver of any right in such information and materials.

Section 3.02. Unauthorized Use. User shall not copy or download any material or information from the ArbiterSports Services without the prior written consent of ArbiterSports. User shall not access, download, modify, reverse engineer, reproduce, copy, create derivative works from, display, perform, rent, lease, license, loan, sell or distribute, including without limitation by framing or similar means, the ArbiterSports Technology without the prior written consent of ArbiterSports. User will not exploit the ArbiterSports Services, the ArbiterSports Technology, or any material or information from the ArbiterSports Services in any unauthorized way whatsoever. User understands and agrees that the ArbiterSports Services and certain products offered through the ArbiterSports Services contain security Technology. User understands and agrees that such security Technology is an inseparable part of the ArbiterSports Services and such products, and shall not violate, circumvent, reverse-engineer, decompile, disassemble or otherwise tamper with any such security Technology for any reason or attempt to assist another person in doing so. User shall not access the ArbiterSports Websites or use User's account to directly or indirectly promote, advertise, market or provide any website or service that is similar to or competitive with any ArbiterSports Services.

Section 3.03. Trademarks. ArbiterSports shall retain all rights, title and ownership interests in the ArbiterSports Marks and goodwill associated therewith. User shall not copy, imitate or use the ArbiterSports Marks without the prior written consent of ArbiterSports. User acknowledges that, excepting the ArbiterSports Marks, all other product, service and company names mentioned in the ArbiterSports Services may be trademarks of their respective owners.

Section 3.04. Proprietary Information. User shall hold the ArbiterSports Technology in strict confidence and shall not access or disclose the ArbiterSports Technology except as otherwise permitted under these Terms. User hereby acknowledges and agrees that the ArbiterSports Technology (i) derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; (ii) is the subject of reasonable efforts under the circumstances to maintain its secrecy; and (iii) is a trade secret as defined under any applicable law.

Section 3.05. No Contest. User shall not contest or aid in contesting the ownership or validity of the Technology, copyrights, trademarks, service marks and trade secrets (as applicable) of ArbiterSports used in connection with the ArbiterSports Services.

ARTICLE 4. CONFIDENTIALITY

Section 4.01. Confidential Information. In connection with these Terms, ArbiterSports may disclose or make available Confidential Information to User. Subject to Section 4.02, "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that ArbiterSports considers confidential or proprietary, including information consisting of or relating to ArbiterSports' technology, trade secrets, know-how, business operations, plans, strategies, customers, and information with respect to which ArbiterSports has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as "confidential." Without limiting the foregoing, the ArbiterSports Software and the ArbiterSports Technology are the Confidential Information of ArbiterSports.

Section 4.02. Exclusions. Confidential Information does not include information that: (i) was rightfully known to User without restriction on use or disclosure prior to such information being disclosed or made available to User in connection with these Terms; (ii) was or becomes generally known by the public other than by User's or any of its representatives' noncompliance with these Terms; (iii) was or is received by User on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by User without reference to or use of any Confidential Information.

Section 4.03. Protection of Confidential Information. As a condition to any disclosure of or access to Confidential Information, User shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with these Terms;

(b) except as may be permitted under the terms and conditions of Section 4.04, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of User's exercise of its rights or performance of its obligations under and in accordance with these Terms; (ii) have been informed of the confidential nature of the Confidential Information and User's obligations under this ARTICLE 4; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this ARTICLE 4;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this ARTICLE 4.

Notwithstanding any other provisions of these Terms, User's obligations under this ARTICLE 4 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of User or any of its representatives.

Section 4.04. Compelled Disclosures. If User or any of its representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, User will: (i) promptly, and prior to such disclosure, notify ArbiterSports in writing of such requirement so that ArbiterSports can seek a protective order or other remedy or waive its rights under Section 4.03; and (ii) provide reasonable assistance to ArbiterSports in opposing such disclosure, seeking a protective order or other limitations on disclosure. If ArbiterSports waives compliance or, after providing the notice and assistance required under this Section 4.04, User remains required by law to disclose any Confidential Information, User will disclose only that portion of the Confidential Information that User is legally required to disclose and, on ArbiterSports' request, will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

ARTICLE 5. WARRANTY; LIMITATION OF LIABILITY; INDEMNIFICATION

Section 5.01. Express Warranties. User hereby acknowledges and agrees that ArbiterSports, including any officers, directors, members, managers, employees, independent contractors, joint venturers and agents of ArbiterSports, have not made or granted to User any express warranties concerning the ArbiterSports Services or any products or services (including third-party products and services) offered through the ArbiterSports Services, and User hereby waives any and all claims of any such warranty.

Section 5.02. WARRANTY LIMITATION. THE ARBITERSPORTS SERVICES, AND ALL INFORMATION, CONTENT, PRODUCTS AND SERVICES CONTAINED OR PROVIDED THEREIN OR THEREBY, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. ARBITERSPORTS, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY DISCLAIMS, AND USER HEREBY WAIVES, ALL WARRANTIES BY ARBITERSPORTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS IN CONNECTION WITH THE ARBITERSPORTS SERVICES OR ANY PRODUCTS OR SERVICES (INCLUDING THIRD-PARTY PRODUCTS AND SERVICES) OFFERED THROUGH THE ARBITERSPORTS SERVICES. ARBITERSPORTS DOES NOT GUARANTEE, REPRESENT OR WARRANT, AND USER HEREBY WAIVES ANY GUARANTY, REPRESENTATION OR WARRANTY, THAT USE OF OR ACCESS TO THE ARBITERSPORTS SERVICES BY USER WILL BE UNINTERRUPTED OR FREE FROM ERROR, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND ARBITERSPORTS DISCLAIMS ANY LIABILITY RELATING THERETO. FURTHER, USER AGREES THAT ARBITERSPORTS MAY FROM TIME TO TIME SUSPEND ACCESS TO THE ARBITERSPORTS SERVICES FOR INDEFINITE PERIODS OF TIME. ARBITERSPORTS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY, AND USER HEREBY WAIVES ANY AND ALL SUCH WARRANTIES, AS TO THE RESULTS OBTAINED FROM USE OF THE ARBITERSPORTS SERVICES OR ANY PRODUCTS OR SERVICES OFFERED THROUGH THE ARBITERSPORTS SERVICES, OR AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE ARBITERSPORTS SERVICES. USER HEREBY ACKNOWLEDGES AND AGREES THAT USE OF THE INTERNET AND THE ARBITERSPORTS SERVICES SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF USER AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS AND CODES OF CONDUCT GOVERNING THE INTERNET AND THE ARBITERSPORTS SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

Section 5.03. LIMITATION OF LIABILITY. IN NO EVENT SHALL ARBITERSPORTS OR ANY OF ARBITERSPORTS' MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, JOINT VENTURERS OR AGENTS BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOODWILL OR OTHER INTANGIBLE LOSSES, IN CONNECTION WITH OR ARISING FROM (I) THE USE, PERFORMANCE OR OPERATION OF THE ARBITERSPORTS SERVICE; (II) THE USE, PERFORMANCE OR OPERATION OF THE INTERNET; (III) ANY PRODUCTS OR SERVICES OFFERED THROUGH THE ARBITERSPORTS SERVICE; (IV) THESE TERMS; OR (V) THE CONTENT, ACTIONS OR INACTIONS OF THIRD PARTIES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER ARBITERSPORTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS ARBITERSPORTS' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Section 5.04. LIMITATION OF DAMAGES. USER'S SOLE REMEDY FOR ANY REASON AND FOR ANY CAUSE OF ACTION WHATSOEVER IN CONNECTION WITH THESE TERMS AND THE ARBITERSPORTS SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL BE REFUNDS OF ANY AMOUNTS PAID BY USER TO ARBITERSPORTS WITHIN THE PRIOR 12 MONTHS, AS DETERMINED BY ARBITERSPORTS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Section 5.05. Indemnification. User shall assume liability for, and indemnify, protect, save and keep harmless, ArbiterSports and its members, managers, officers, directors, employees, independent contractors, joint venturers, successors, assigns, representatives, and agents, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by ArbiterSports on or measured by any compensation received by ArbiterSports for services provided hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever, which may be imposed on, incurred by or asserted against ArbiterSports in any way relating to or arising out of (i) misuse by User or any Authorized User of the ArbiterSports Services (including, without limitation, any claims for breach of contract, loss of data, libel, slander, invasion of privacy or false advertising); (ii) User's or any Authorized User's negligence or any criminal or tortious acts (or failures to act) of User, including, without limitation, User's violation of the rights of any third party; and (iii) any breach by User or any Authorized User of User's obligations, or any representations and warranties made by User, under these Terms.

Section 5.06. Links. User hereby acknowledges that the ArbiterSports Services may contain links to third-party websites. Any such links are provided solely as a convenience to User and do not constitute an endorsement by ArbiterSports of such websites and the third-party content therein. ArbiterSports does not warrant and will not have any liability or responsibility for any third-party websites or for any materials, products or services of third parties. User agrees that User will not use any third-party materials or websites in a manner that would violate or infringe the rights of any other party and that ArbiterSports is in no way responsible for any such use by User.

ARTICLE 6. FEES AND PAYMENT

Section 6.01. Fees and Charges. Some ArbiterSports Services are provided at no charge and other ArbiterSports Services require the payment of a fee or other charge. Where applicable, ArbiterSports will charge User's selected payment method (such as your credit card, debit card or other method) for any fees or other charges. ArbiterSports may update information regarding User's selected payment method if provided such information by User's financial institution. All transactions are final. Some fees and charges for ArbiterSports Services automatically renew until cancelled.

Section 6.02. Failure to Pay Fees and Charges. If User is subscribing to any fee-based ArbiterSports Services, User shall pay ArbiterSports the fees and charges due without offset or

deduction. ArbiterSports may suspend User's and its Authorized Users' access to any portion or all of the ArbiterSports Services until such amounts are paid in full.

ARTICLE 7. TERM AND TERMINATION

Section 7.01. Term. The term of these Terms begins on the date User first accesses an ArbiterSports Website or otherwise uses the ArbiterSports Services and continues until terminated.

Section 7.02. Termination. Subject to Section 7.04:

(a) For Users that do not pay a subscription license fee for ArbiterSports Services under a separate agreement between User and ArbiterSports, (i) ArbiterSports may terminate these Terms, and all licenses granted to User, at any time, for any reason or for no reason, with or without notice to User; (ii) such User may terminate these Terms with respect to ArbiterSports Services at any time by discontinuing use of ArbiterSports Services and all related ArbiterSports Technology; and (iii) User will not be entitled to any refund for amounts paid to ArbiterSports.

(b) For Users that pay a subscription license fee for ArbiterSports Services under a separate agreement between User and ArbiterSports, ArbiterSports and such User may terminate these Terms, and all licenses granted to User, pursuant to the terms of such agreement. User will not be entitled to any refund for amounts paid to ArbiterSports in the event that termination by ArbiterSports is a result of a breach by User of either such agreement or these Terms.

Section 7.03. Effect of Termination. Upon termination of these Terms, User shall immediately discontinue use of the ArbiterSports Services and any ArbiterSports Technology.

Section 7.04. Survival. Any right, obligation, or required performance of the parties in these Terms that, by its express terms or nature and context is intended to survive termination of these Terms, will survive any such termination. To avoid confusion, these Terms shall survive any termination or cancellation of a Registered User's account if the Registered User continues to use the ArbiterSports Services following such termination.

Section 7.05. Fiscal Funding. In the event the Contract is awarded for a term greater than one year or extending beyond the User's current budget period, it will be subject to approval at the commencement of each of the User's budget years. ArbiterSports agrees that the User has the continuing right to terminate this Contract at the end of a Customer's budget period in which funds for this Contract have been appropriated. In such event, the Contract may be terminated as soon as practicable after the event of nonappropriation or upon 30-days' prior written notice, whichever provides the longest notice.

ARTICLE 8. MISCELLANEOUS

Section 8.01. Entire Agreement. These Terms, any current or future ArbiterSports Policies, and any other notices and agreements posted by ArbiterSports through the ArbiterSports Services, all as may be amended from time to time in ArbiterSports' sole discretion, contain the entire understanding between User and ArbiterSports with respect to the ArbiterSports Services. User understands that User may also be subject to additional terms and conditions that may apply when User accesses or uses third-party content, products, services, or software in connection with User's use of the ArbiterSports Services.

Section 8.02. Amendments and Modifications. These Terms may be amended at any time from time to time by ArbiterSports without specific notice to User. The latest version of these Terms will be posted on the ArbiterSports Services, and User should review these Terms prior to using the ArbiterSports Services. Excepting modifications made to any ArbiterSports Policy by ArbiterSports, any alteration, modification or amendment of these Terms shall be void unless such alteration, modification or amendment is in writing and signed by an authorized representative of ArbiterSports.

Section 8.03. Severability. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be construed in a manner consistent with applicable law so as to reflect, as nearly as possible, the original intention of these Terms, and the remaining provisions of these Terms shall remain in full force and effect.

Section 8.04. Statutory Exceptions for Public Institutions. If User is a qualified public educational or government institution, and any part of these Terms, such as, by way of example, all or part of the indemnification provisions of Section 5.05, is invalid or unenforceable against User because of applicable state or federal law, then such portion shall be deemed invalid and unenforceable, as the case may be, and instead construed in a manner most consistent with applicable law. If the laws of the State of Utah are so precluded, these Terms shall be construed under the laws of the state in which User's public education or government institution is located.

Section 8.05. Arbitration. Any controversy or claim arising out of or relating to these Terms, or breach thereof, may, at ArbiterSports' sole discretion, be settled exclusively through final and binding arbitration, rather than in court, in accordance with the rules and procedures of the American Arbitration Association in Kentucky. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure.

Section 8.06. Governing Law. Subject to the arbitration provisions of Section 9.05, any claim or dispute User may have against ArbiterSports that must be resolved by a court, shall be brought in a court located in Kentucky. User agrees to submit to the personal jurisdiction of the courts located within Kentucky to litigate all such claims or disputes. These Terms shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

Section 8.07. Successors and Assigns; Assignment. These Terms shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns. User may not transfer or assign any rights or obligations User has under

these Terms. ArbiterSports reserves the right to transfer or assign these Terms or any right or obligation under these Terms at any time.

Section 8.08. Captions. The headings and captions of these Terms are inserted for convenience of reference and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision.

Section 8.09. User Notice. All notices to User shall be in writing. Notices posted conspicuously through the ArbiterSports Services or sent to User electronically, including without limitation via electronic mail, shall be deemed to be written notices. Notices to User shall be deemed to have been received (i) 24 hours after the time such notice is posted conspicuously through the ArbiterSports Services or after being sent to User electronically, (ii) upon delivery to User in person or by courier, or (iii) 3 days after the date mailed by registered or certified mail, return receipt requested.

Section 8.10. Notice to ArbiterSports. All notices to ArbiterSports shall be in writing and shall be deemed to have been received (i) upon delivery to ArbiterSports in person or by courier or (ii) 3 days after the date mailed by registered or certified mail, return receipt requested, in all cases to the address for ArbiterSports set forth below.

ArbiterSports Address:

ArbiterSports LLC ATTN: President & CEO
9815 S Monroe Street, STE 204
Sandy, UT 84070

Section 8.11. Remedies. All remedies under these Terms are cumulative and in addition to any other rights and remedies available to ArbiterSports at law or in equity. The parties hereby acknowledge and agree that any breach or threatened breach of these Terms by User may cause irreparable injury to ArbiterSports for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the parties agree that these Terms may be enforced by specific performance, injunction or any other equitable remedy, without requiring ArbiterSports to post a bond, in addition to any other remedies available to ArbiterSports.

Section 8.12. Waiver. ArbiterSports' failure to act with respect to a breach by User or others does not waive any right to act with respect to subsequent or similar breaches. Any waiver of a provision of these Terms shall not be binding unless such waiver is in writing and signed by the waiving party.

Section 8.13. Public Announcements. All public announcements concerning ArbiterSports or the relationship of User and ArbiterSports shall be subject to the prior written approval of ArbiterSports.

Section 8.14. Litigation and Arbitration Expense. In the event of litigation or arbitration arising out of or relating to these Terms, each party shall pay its own costs and expenses of litigation or

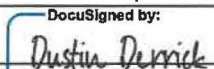
arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration, the payment of which shall be governed by the rules and procedures of the American Arbitration Association).

Last updated March 24, 2023.

ArbiterSports, LLC

By: Dustin Derrick

Title: Director of Compliance

Signature: 

Date: 3/28/2023

Scott High School

By: _____

Title: _____

Signature: _____

Date: _____

Kenton County School District | *It's about ALL kids***THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us*Dr. Henry Webb, Superintendent of Schools*

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

ArbitersSports, LLC
Vendor Name

9815 S Monroe Street, STE 204, Sandy, UT 84070
Vendor Address

1-800-576-2799
Vendor Telephone

john.hopkins@arbitersports.com
Vendor Email Address

DocuSigned by:

C68437ZC961D765
Signature by Vendor's Authorized Representative

John Hopkins
Print Name

4/14/2023
Date

Certificate Of Completion

Envelope Id: 312483DC0E1D4D68AFE0578A6495F8B2

Status: Completed

Subject: Please DocuSign This Document

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Doug Clawson

AutoNav: Enabled

1 Falconwood Lane

Envelope Stamping: Enabled

Sandy, UT 84092

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

doug.clawson@arbitersports.com

IP Address: 64.207.219.135

Record Tracking

Status: Original

Holder: Doug Clawson

Location: DocuSign

4/14/2023 11:29:27 AM

doug.clawson@arbitersports.com

Signer Events

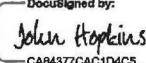
John Hopkins

john.hopkins@arbitersports.com

CFO

ArbiterSports, LLC

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

 CAB4377CAC1D4C5...

Signature Adoption: Pre-selected Style
Using IP Address: 73.131.246.57**Timestamp**

Sent: 4/14/2023 11:33:54 AM

Viewed: 4/14/2023 11:40:21 AM

Signed: 4/14/2023 11:40:32 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/14/2023 11:33:55 AM

Certified Delivered

Security Checked

4/14/2023 11:40:21 AM

Signing Complete

Security Checked

4/14/2023 11:40:32 AM

Completed

Security Checked

4/14/2023 11:40:32 AM

Payment Events**Status****Timestamps**