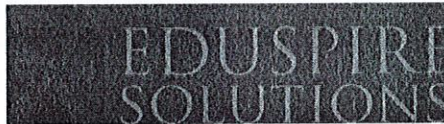




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P.O. Box 10261, Lancaster, PA 17605
888-401-2011

EDUSPIRE SOLUTIONS SOFTWARE TERMS OF USE AGREEMENT

This Terms of Use Agreement ("Agreement"), is made between Eduspire Solutions LLC ("Eduspire") and Customer ("Customer"), with reference to Customer's use of any software products or ancillary services provided by Eduspire ("Software"). Use of the software will constitute consent to the terms of this Agreement, which is posted at <https://eduspiresolutions.org/terms-of-use/> and updated there as needed.

- 1. Software Service:** Eduspire will provide Customer a limited non-exclusive Software License with web access to the Software for exclusive use by students, teachers and administrators for educational purposes. Access is restricted to those users and buildings which have secured current Software licenses from Eduspire or through any of its authorized resellers.
- 2. Software License Term:** The Term of Software License granted by Eduspire is an annual term, which may be pro-rated in the first year of service from the Quote Date through the next June 30, unless otherwise stated. Terms automatically renew for subsequent years from July 1 - June 30 unless terminated by Customer at least 30 days prior to renewal for any reason including Budgetary Non-Appropriation. All future invoices will be issued at the then-current Software License Fees. Any changes to future Software License Fees or any associated fees will be disclosed in writing to the Customer at least 30 days prior to the end of each Term. Customer will not be entitled to refunds for any portion of the then-current Term upon termination of their Software License once the Term has begun. Eduspire has the right to terminate Customer's Software license immediately for any violation of the Terms of Use. Eduspire also has the right to terminate Software provided via this Agreement for convenience with at least 30 days written notice. In the event of termination of convenience by Eduspire, Customer will be entitled to a pro-rated refund for the current Term.

3. **Implementation:** Standard Implementation includes implementation of the Software without any customization. Customer is responsible for implementation, integration and any building-specific configuration of Software within Customer's building. Eduspire will work with designated Customer building technical support staff who will be responsible for implementation and maintenance of Software within Customer's building and integration with any applicable school systems. All paid implementation includes standard remote training for a designated staff and leadership team at the school. Other consulting or customization fees may apply if work requested is deemed out-of-scope, and travel and living expenses will apply if Eduspire staff onsite presence is requested.
4. **Upgrades:** Eduspire, from time to time, may provide upgrades and enhancements to the Software. It will make available to Customer all general upgrades, but not necessarily all upgrades will be available without additional cost (i.e., there may be specific upgrades or enhancements available for additional cost, or upgrades that affect only specific Customers).
5. **Intellectual Property:** All intellectual property pertaining to the Software, including any applicable trademarks and copyrights, is and shall remain the sole property of Eduspire. Customers will not attempt to copy or otherwise reverse-engineer or create derivative works from the Software, nor will they provide any information regarding the operation of the Software to any other parties. Customers will not publish videos, screenshots, or other information regarding the Software operation publicly without the prior permission of Eduspire.
6. **Public Disclosure:** Customer grants Eduspire the right to publicly disclose the fact that Customer is using the Software for Eduspire's advertising and other promotional purposes, unless otherwise stipulated by Customer in writing.
7. **Limited Warranty:** Eduspire warrants that the Software will perform substantially, but Eduspire does not warrant that the Software is error-free. Eduspire's sole obligation with respect to its limited warranty is limited to commercially reasonable efforts to either the repair of defects in the Software or the provision to Customer of an avoidance procedure upon notification by Customer of the deficiency.
8. **Limitation of Liability: THE SOFTWARE IS PROVIDED TO CUSTOMER FOR ITS USE ON AN AS IS AND AS AVAILABLE BASIS. THE MAXIMUM LIABILITY OF EDUSPIRE, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND PARTNERS, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, ANY BREACH OF THIS AGREEMENT AND ANY NEGLIGENCE OR OTHER MALFEASANCE BY EDUSPIRE SHALL NOT EXCEED THE AMOUNT OF FEES FOR THE SOFTWARE AND RELATED SERVICES ACTUALLY PAID BY CUSTOMER DURING THE TERM WHEN DAMAGES WERE INCURRED.**
9. **Indemnification:** Customer shall defend, indemnify and hold harmless Eduspire and its partners, officers, employees, agents, and assigns from all losses, damages, liabilities, deficiencies, actions, judgments, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees), which may be incurred or imposed upon Eduspire or Customer relating in any way to their use of the Software.
10. **Assignment:** Customer may not assign, transfer, or otherwise dispose of any of Customer's rights under the Software License without the written consent of Eduspire. Eduspire may assign its rights to any successor by merger or consolidation or to any third party that acquires substantially all of its capital stock or assets, or to any third party to which Eduspire transfers its ownership rights to the

Software, upon notice to Customer.

11. **Force Majeure:** Eduspire or Customer will be not liable for any delays or failure to perform any provision of this Agreement if such delay or failure arises directly or indirectly out of circumstances beyond its reasonable control, including Acts of God, acts of war, acts of terrorism, accident, acts, omissions and defaults of third parties and official, governmental and judicial action.
12. **No Waiver:** Eduspire's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right to later enforce any such rights or enforce any other or any subsequent breach.
13. **Choice of Law / Severability:** This Agreement and the performance of the parties hereunder will be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
14. **Data Privacy and Security:** This Agreement is also subject to the Data Privacy and Security provisions contained in the Eduspire Solutions Data Privacy Policy, available at <https://eduspiresolutions.org/privacy-policy/>. In summary, all private user data belongs to the Customer, is used for educational purposes only, and is handled in a manner compliant with FERPA, COPPA, and other relevant federal or state data privacy regulations.
15. **Entire Agreement:** This Agreement is a complete and exclusive statement of the Agreement between the parties with respect to its subject matter, and supersedes all prior oral and written communication between the parties about its subject matter.



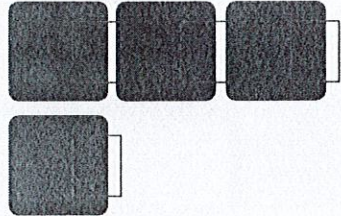
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Eduspire Solutions is a member of the SDPC (Student Data Privacy Consortium), and is a signatory of the Student Privacy Pledge. All software is FERPA compliant.

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ORDER FORM



SECURLY
(Billing Address) Dept LA 24957
Pasadena, CA 91185-4957
United States

Prepared By Katie Cavey

Email katie.cavey@securly.com

Order Number 00022450

Bill To Name Boone County Schools (KY)

Bill To 8330 Us Highway 42
FLORENCE, Kentucky 41042-9286
United States

School Name Boone County Schools

Contact Name Bonita Bolin

Invoice Information

Accounts Payable (AP) Contact Information:

AP Full Name: _____

AP Title: _____

AP Email: _____

AP Phone: _____

Invoicing Requirements:

Purchase Order Required: YES _____ NO _____

Email for Invoice: _____
(if different than Accounts Payable Contact Email)

ORDER INFORMATION

Start Date 7/1/2023 Payment Schedule Upfront

End Date 6/30/2024

Term (years) 1

Order Notes Ballyshannon MS - EHP & FTM - 650 - \$5512

Boone County HS - EHP - 1250 - \$3725

Camp Ernst MS - EHP & FTM - 750 - \$6360

Conner MS - EHP - 850 - \$2533

Conner HS - EHP - 1450 - \$4321

Randall K Cooper HS - EHP - 1450 - \$4321

Ryle HS - EHP - 2000 - \$5960

Gray Middle School - EHP - 1050 - \$3129

Total:
EHP: 9450
FTM: 1400

PRODUCTS & SERVICES

Product	Quantity	Sales Price	Subtotal
3. Flex Core 1000-2499	1,400.00	USD 5.50	USD 7,700.00

Grand Total

USD 35,861.00

TERMS & CONDITIONS

Securly products and services are provided under the [Securly Terms and Conditions and Privacy Policy](#). By signing this Order Form, customer agrees to the Terms and Conditions which constitute the entire agreement ("**Agreement**"), superseding any terms (including, but not limited to, any Customer's Purchase Order terms).

- Term of subscription license: Specified by "Term" beginning and end dates set forth above.
- Prices do not include sales tax, if applicable.
- The Federal Tax ID # for Securly is **46 078 9922**

EXECUTED AND AGREED:

CUSTOMER:

Signature: _____
 Full Name: Bonita Bolin
 Title: _____
 District and School: Boone County Schools
 Date: _____

SECURLY:

Signature: _____
 Full Name: _____
 Title: _____
 Date: _____