



# SOLUTIONS PROPOSAL



Dear Boone County,

I want to personally thank you for inviting us to submit a proposal to Boone County PS!

When my mother, Claudia Anderson, founded Audio Enhancement over 40 years ago, we never imagined the impact our services would have on education today. Through customer feedback, we have grown from offering classroom audio solutions to providing district-wide communication and safety technology. We have impacted over 4,500 districts, 43,000 schools, and over 1,300,000 classrooms across the world. We are excited for the opportunity to help you!

Our team focuses on hiring employees with a passion to make a difference in education. We look forward to developing a deeper partnership with Boone County PS through building friendship and trust during the ongoing stages of your project.

It is our pleasure to submit this proposal to Boone County PS. As with all proposals, revisions can be made at any time.

We look forward to your response and are available to answer any questions during the review process.

From all of us here at Audio Enhancement, thank you!

Sincerely yours,



A handwritten signature in black ink, appearing to read "J. Anderson", written over a white background.

**Jeff Anderson**  
Audio Enhancement, CEO

Notice of Confidentiality: The contents of this proposal are intended solely for the use of the addressee and their organization and contains confidential and/or privileged information and may not be disclosed to any other party without written authorization from Audio Enhancement Inc.

# PRICING PROPOSAL



Quote 96157

Pricing Valid for 90 Days - June 26, 2025

## Boone County Schools

Classroom Equipment, Campus Equipment, Services, Installation, \$10,028,073.78  
Software Licensing, Training

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Discount (\$776,649.01)

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Boone County Schools Price \$9,251,424.77

*\* The discounted amount reflects cost savings achieved through a district-wide purchase, along with added efficiencies from coordinating our implementation teams to complete their work under a single, streamlined project.*

To accept this quotation, sign here: \_\_\_\_\_

By sending in a Purchase Order in response to this proposal, the customer is agreeing to the Audio Enhancement terms and conditions which can be viewed at [Audioenhancement.com/terms](https://audioenhancement.com/terms).

Audio Enhancement will invoice equipment at the time of shipment with payment due within terms. Services completed by Audio Enhancement will be invoiced upon substantial completion with payment due within terms.

If there are any questions about this process, please reach out to our Receivables Team – [receivables@audioenhancement.com](mailto:receivables@audioenhancement.com)

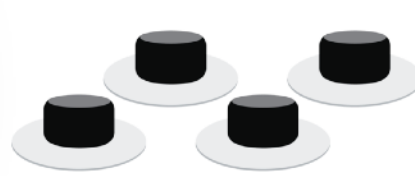
**\*\*\*Audio Enhancement will not be responsible for removal of existing equipment and cabling.\*\*\***

# District Wide Pricing

School	Room qty.	Project ID	Quote	NEW Total
A.M. Yealey ES	44	132818	95983	\$ 296,748.28
Ballyshannon MS	29	132799	96005	\$ 373,020.26
Boone Co Area Tech Center	8	133370	96026	\$ 110,293.80
Boone County HS	70	133397	96194	\$ 541,776.95
Burlington ES	62	132750	96166	\$ 343,711.48
Camp Ernst MS	62	133394	96157	\$ 442,815.63
Charles H. Kelly ES	23	133342	96075	\$ 181,452.00
Conner HS	61	132772	96025	\$ 525,971.95
Conner MS	54	132826	96128	\$ 487,087.57
Cooper HS	55	132756	96024	\$ 593,306.93
Erpenbeck ES	45	132778	96052	\$ 292,085.31
Florence ES	61	132800	96000	\$ 321,553.00
Gayle H. Gray MS	51	132753	96063	\$ 404,037.10
Goodridge ES	41	132764	96036	\$ 301,924.06
Hillard Collins ES	42	132787	96091	\$ 257,992.87
Ignite Institute	14	132816	96167	\$ 418,803.90
Jones MS	46	133327	96093	\$ 430,583.44
Longbranch ES	50	132813	96151	\$ 344,206.21
New Haven ES	55	133316	96175	\$ 321,437.11
New Steeplechase ES	34	132737	96201	\$ 299,097.48
North Point ES	50	133303	96044	\$ 322,394.10
Ockerman ES	46	132831	96099	\$ 306,460.68
Ockerman MS	46	132824	96096	\$ 370,398.20
Rise Academy	11	132738	96046	\$ 180,307.26
Ryle HS	92	132828	96079	\$ 640,977.72
Shirley Mann ES	47	133277	96041	\$ 278,871.75
Stephens ES	44	132817	96058	\$ 299,446.77
Thornwilde ES	42	132811	96150	\$ 272,732.53
Districtview & Attic Stock	NA	134111	97606	\$ 68,579.44
Discount				\$ 776,649.01
TOTAL	1285			\$ 9,251,424.77

**KPC Purchasing: Contract  
#10100894-CLS2022.000**

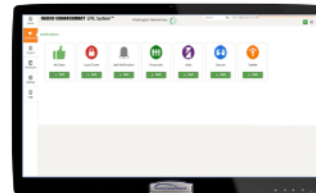
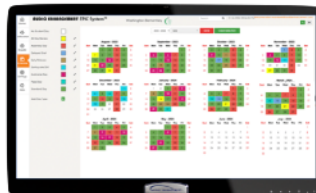
## CLASSROOM audio



[Click Here](#)  
or scan  
to learn more

Since 1978, Audio Enhancement has redefined classroom sound, ensuring every student is equally immersed in clear, intelligible audio. Our MS-700 harmonizes sound from media devices, the PA system, and teacher / student mics, creating an auditory experience proven to elevate engagement, performance, and focus.

## EPIC system



[Click Here](#)  
or scan  
to learn more

Designed specifically for K-12, EPIC is the premier intercom, bell, and paging solution. Easily target messages and bells to specific rooms or zones, keeping interruptions to a minimum, and trigger campus wide notifications when necessary. Seamlessly integrate existing systems—security cameras, IP phones, vape sensors, door access, and more—for unified control in one intuitive interface.

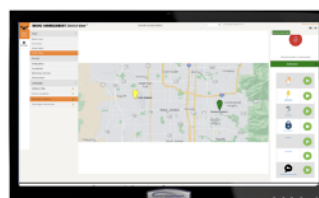
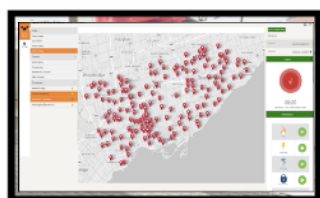
## SAFE system



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or scan  
to learn more

SAFE empowers teachers with instant, discreet support. A 3-second pinch on both sides of their microphone or badge triggers a silent alert, providing the front office with the exact location of the emergency. Administration can respond swiftly on kiosks or connected devices, activating downstream actions like lockdowns and mass notifications. Peace of mind is always within reach.

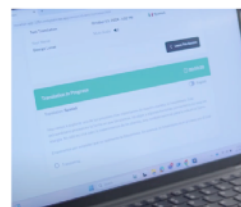
## DISTRICT view



[Click Here](#)  
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to learn more

Respond to alerts, monitor devices, and communicate district wide.

## CLEARconnect



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or scan  
to learn more

CLEAR Connect captures audio directly from teacher and student microphones and translates the conversation into hundreds of different languages. Each student hears the the conversation clearly and accurately, in their own language. Transcriptions can be heard and read directly on their personal device, fostering an inclusive, multi-lingual environment and unlocking unprecedented comprehension.

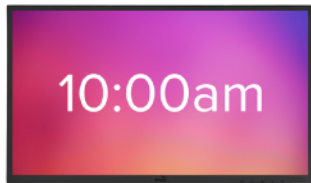
## ITC (interactive touch controller)



[Click Here](#)  
or scan  
to learn more

The Interactive Touch Controller (ITC) is a versatile 3.5" wall panel designed for seamless classroom control. Its customizable interface allows teachers to link their mic, make intercom calls, manage room devices, and activate campus-wide alerts, as well as room verification during lockdowns.

## INFOview



[Click Here](#)  
or scan  
to learn more

Seamlessly built into the EPIC platform, InfoView is an easy-to-use digital signage solution providing synchronized campus clocks, timely updates / student acknowledgment, and emergency alerts. Ideal for classrooms, common areas, and computers, it's the ultimate upgrade from standard clocks!

\*Requires EPIC Headend & Licensing

\*Each panel location requires a 30w of POE+ (not provided)



# STATEMENT OF FEATURES



## Project Information

### **TIMELINE:**

**Pre-Programming of hardware to start immediately after receipt of purchase order**

**Equipment to start arriving onsite in Boone County 2 – 3 weeks after receipt of purchase order**

**Installation to start date of May 12th**

**Completion Date of August 15th**

### **Installation Teams & Project Managers:**

**8 Installation Teams and 3 Project Managers to work on this project simultaneously to complete project completion of August 8th**

### **PROJECT NOTES:**

Network drops are required for the Audio Enhancement EPIC system and require PoE+ and 30w of power per device. Audio Enhancement will handle all new network drops for this project. Boone County Schools to provide network switches.

Classrooms with existing Audio Enhancement systems won't receive new speakers, XD receivers, or microphones.

Attic Stock quantities as follows:

2 EPIC Servers, 42 SAFE Badges, & 129 Teacher Microphones

Prices do not include Davis Bacon/Prevailing Labor Rates.



# EPIC SYSTEM

## TERMS AND CONDITIONS OF USE

OUR USE OF AND ACCESS TO OUR SOFTWARE PLATFORM (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS OUR SOFTWARE PLATFORM IN ANY MANNER. If You accept or agree to these Terms and Conditions of Use on behalf of a company or other legal entity, You represent and warrant that You have the authority to bind that company or other legal entity to these Terms and Conditions of Use and, in such event, “You” and “Your” will refer and apply to that company or other legal entity in addition to You.

### Introduction

This Software Platform is intended to serve a single school to provide services specifically purchased by the school. The purpose of this Terms and Conditions of Use Agreement (“Terms of Use”) is to set forth the terms and conditions under which Audio Enhancement, Inc. and/or its affiliated companies (collectively, “Company”, “we”, “us” or “our”), make our Epic System Software Platform (“Software Platform”) available to schools and the conditions under which such schools may have access to and use such Services.

Please read these Terms of Use carefully before using our Software Platform.

By accessing or using the Software Platform in any way or taking any other action to signify Your acceptance of these Terms of Use, You: (1) agree to be bound by these Terms of Use and any future amendments and additions to these Terms of Use as published from time to time by the Company; and (2) represent You are of legal age in Your jurisdiction of residence to form a binding contract with Company. These Terms of Use include the provisions in this document, as well as those in the Company Privacy Policy, which can be found at <https://audioenhancement.com/privacy/>. Any documents, manuals, videos, and any other supporting software or materials provided to manage the Software Platform are also subject to these Terms of Use. Company periodically releases software updates to address security, stability and other features of the Software Platform. Such updates are subject to these Terms of Use. You agree to maintain security and application updates by using the updates that are released and made available to the public.

Your use of, and participation in the use of the Software Platform may be subject to additional terms (“Supplemental Terms”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to You for Your acceptance when You sign up to use the Software Platform. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to the Software Platform. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “Agreement.” Company may modify these Terms of Use at any time from time to time without prior notice and such modification shall be effective: (1) for Users who first use the Software Platform or (2) for existing Users, thirty (30) days after posting by the Company on its website. If You do not agree to the modification, You must cease Your use of the Software Platform immediately and Your only recourse is to cease using the Software Platform and to contact the Company immediately.

See our current Privacy Policy for information and notices regarding our collection and use of personal information, found at <https://audioenhancement.com/privacy/>.

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## Use of Software Platform and Content

The Software Platform is designed to be used specifically in schools. Video, sound and image files may be uploaded into the system manually or inadvertently by use of classroom cameras. Company cannot monitor or restrict the uploads to validate the ownership of assets. Company cannot monitor camera use or restrict who gains access to cameras, particularly when connected to third-party systems. Company cannot guarantee 911 emergency functionality. The Software Platform relies on an integration with the user's phone system and cannot guarantee the service availability or uptime of this connection, even if the user desires to use the Software Platform for automated 911 emergency phone calls.

EPIC System has hardware and software integration interfaces for interoperability to other systems. EPIC System can use Common Alerting Protocol (CAP) to activate alerts in third party platforms by sending a CAP compliant message to a system when an event is activated in EPIC. EPIC System is able to subscribe to CAP feeds or receive CAP compliant messages from third party systems to activate events within EPIC. While CAP is a standard messaging format, Audio Enhancement cannot guarantee any off the shelf third party systems or their specific interoperability with EPIC System. Any integrations utilizing hardware or software integrations including CAP or EPIC System's API are not promised to function with any third-party system unless explicitly written into a separate scope of work. Company does not guarantee any integration with third-party systems for receiving or distributing alert or event related messaging.

In order to access certain features of the Software Platform, You may be required to register an Account (as defined below) and become a Registered User. For the purposes of this Agreement, a "Registered User" is a User who has registered for any Account. When registering an account for the Software Platform ("Account"), You agree to provide only true, accurate, current and complete information requested by the registration form (the "Registration Data") and to promptly update the Registration Data thereafter as necessary to keep it current. You represent that You are not barred from using the Software Platform under any applicable law and that You will be responsible for all activities that occur under Your Account. You may authorize a third party to access or use our Software Platform on Your behalf. You are responsible for maintaining the confidentiality of the user ID and password and are fully responsible for all activities that occur under Your user ID or password. Additionally, You are responsible to secure Your system and restrict access to the Software Platform as appropriate to ensure unauthorized users do not gain system access by means of insecure accounts, accounts which have been left from former employees, or other acts of negligence. You agree to immediately notify us of any unauthorized use of Your user ID or password or any other breach of security. We cannot and will not be liable for any loss or damage arising from any unauthorized use of Your account. You acknowledge and agree that You have no ownership or other property interest in Your Account and that all rights in and to Your Account are owned by and inure to the benefit of Company. It is Your responsibility to secure Your network, the Software Platform and endpoint network devices using all appropriate physical and digital controls to do so.

Except as otherwise indicated, our Software Platform and all rights thereto, are the property of Company and/or our affiliated companies and are protected under U.S. copyright, trade secret, trademark and patent law as well as international treaty provisions, with all rights reserved. All related graphics, logos, service marks and trade names used on or in connection with the Software Platform are the trademarks of Company

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9858 South Audio Drive, West Jordan, UT 84081

Toll Free: 800.383.9362   Support: 800.932.3578

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## **General Prohibitions**

Your use of the Software Platform is further subject to the following additional restrictions:

You represent, warrant, and agree that You will not contribute any content or otherwise use our Services or interact with our Software Platform in a manner that:

Infringes or violates the intellectual property rights or any other rights of anyone else (including us);

Violates any law or regulation, including any applicable export control laws;

Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

Jeopardizes the security of Your Company account or anyone else's (such as allowing someone else to log in to our Services as You);

Attempts, in any manner, to obtain the password, account, or other security information from any other user;

Violates the security of any computer network, or cracks any passwords or security encryption codes;

Runs Maillist, Listserv, any form of auto-responder or "spam" on our Software Platform or any processes that run or are activated while You are not logged into our Software Platform or that otherwise interfere with the proper working of our Services (including by placing an unreasonable load on our Software Platform's infrastructure);

"Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to our Software Platform or Content (through use of manual or automated means);

Copies or stores any significant portion of the Content;

Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to our Software Platform.

Additionally, you agree to not use the Software Platform for illegal or harmful activities, including but not limited to undue panic caused by false alerts or for any other reason other than its intended purpose.

A violation of any of the foregoing is grounds for immediate termination of Your right to use or access our Software Platform.

## **Digital Millennium Copyright Act Notice**

If You believe that Your intellectual property rights have been violated by something on our Software Platform, please contact our copyright agent as follows:

Audio Enhancement, Inc.

c/o Strong & Hanni, PC

102 S. 200 E, Ste. #800

Salt Lake City, UT 84111

and provide the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed upon;

Identification of or a representative list of the work You believe has been infringed upon;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us

to locate said material;

Information reasonably sufficient to permit us to contact You;

A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed upon.

### **Indemnification**

You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, contractors, agents, business partners, and licensors (collectively, the “Company Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your misuse of the Software Platform; (b) Your violation of this Agreement; (c) Your violation of any rights of another party, including any Users; or (d) Your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this Section will survive any termination of this Agreement or Your access to the Software Platform.

### **Disclaimer of Warranty**

YOUR USE OF OUR SOFTWARE PLATFORM AND ANY OF THE CONTENT THEREIN IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES IN CONNECTION WITH OUR SOFTWARE PLATFORM AND ANY OF THE CONTENT THEREIN. OUR SOFTWARE PLATFORM AND ALL CONTENT IS PROVIDED “AS IS”, “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, WE DO NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES THAT OUR SOFTWARE PLATFORM OR CONTENT WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED OR FREE FROM ERRORS, THAT ANY ERRORS WILL BE CORRECTED, OR THAT THE SERVICES OR CONTENT WILL BE FREE FROM MALICIOUS SOFTWARE, VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE SOFTWARE PLATFORM OR ANY OF THE CONTENT THEREIN, NOR THE ADEQUACY, ACCURACY OR COMPLETENESS OF THE SOFTWARE PLATFORM OR ANY OF THE CONTENT THEREIN OR ANY OF THE INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE SOFTWARE PLATFORM OR CONTENT THEREIN. NO ORAL OR WRITTEN INFORMATION GIVEN BY ANY PARTY SHALL CREATE ANY SUCH WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. IN NEW JERSEY, THE ABOVE DISCLAIMER OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE DOES APPLY TO YOU BUT DOES NOT LIMIT OUR LIABILITY FOR A VIOLATION OF A STATUTORILY IMPOSED DUTY. THE SOFTWARE PLATFORM IS NOT CLASSIFIED AS A LIFE SAFETY SYSTEM FOR FIRE OR OTHER EMERGENCY

AND/OR DISASTER EVENTS OF ANY KIND.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM, AND YOU AGREE NOT TO HOLD US RESPONSIBLE FOR, ANY LOSSES, DAMAGES, INJURIES, CLAIMS OR OTHER LIABILITY OF ANY KIND, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESSING OR USING OR INABILITY TO ACCESS OR USE ALL OR ANY PART OF ANY OF OUR SOFTWARE PLATFORM OR ANY OF THE CONTENT THEREIN, OR YOUR RELIANCE ON THE SOFTWARE PLATFORM AND ANY CONTENT THEREIN, OR ANY FAILURE OF PERFORMANCE, ERROR, INTERRUPTION, DEFECT, DELAY IN TRANSMISSION, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS OR CONTENT, OR LINE OR SYSTEM FAILURE ASSOCIATED WITH THE SOFTWARE PLATFORM AND ANY OF ITS CONTENT, REGARDLESS OF OUR NEGLIGENCE AND/OR KNOWLEDGE THEREOF. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF COMPANY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY AN COMPANY PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY AN COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

THE LAW IN CERTAIN STATES, INCLUDING NEW JERSEY, MAY NOT ALLOW THE DISCLAIMER OR EXCLUSION OF ANY OR ALL OF SUCH LIABILITY, AND AS SUCH, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NEW JERSEY, THIS PROVISION DOES NOT LIMIT OR EXCLUDE OUR LIABILITY FOR OUR OWN INTENTIONAL TORTS, WILLFUL OR RECKLESS CONDUCT, GROSS NEGLIGENCE, OR VIOLATION OF A STATUTORILY IMPOSED DUTY.

### **Termination**

At its sole discretion, Company may modify or discontinue the Software Platform, or may modify, suspend, or terminate Your access to the Software Platform, for any reason, with or without notice to You and without liability to You or any third party. Company will not be responsible for refunding or otherwise paying any funds, amounts or credits that may be owed to You if we have suspended or terminated Your permission to use the Software Platform. In addition to suspending or terminating Your access to the Software Platform, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after Your right to use the Software Platform is terminated, this Agreement will remain enforceable against You and unpaid amounts You owe to Company for any purchases will remain due.

### **Dispute Resolution**

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires You to arbitrate disputes with Company and limits the manner in which You can seek relief from us. You agree that any dispute or claim relating in any way to Your access or use of the Services, to any products sold or distributed through the Services (including any Company Policy), or to any aspect of Your relationship with Company, will be resolved by binding arbitration, rather than in court, except that (1) You may assert claims in small claims court if Your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) You or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST COMPANY ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

### **Arbitration Rules and Forum**

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to our registered agent:

Jessica Johnston  
102 S. 200 E, Ste. #800  
Salt Lake City, UT 84111

The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>

JAMS's rules are also available at [jamsdr.com](http://jamsdr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a)



determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of You and Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms of Use (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and us.

YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in this section. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Terms of Use as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither You nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in the Exclusive Venue section below.

Within 30 days after first becoming subject to this Arbitration Agreement, You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of Your decision to opt out to the following address:

Audio Enhancement, Inc.

c/o Jessica Johnston

102 S. 200 E, Ste. #800

Salt Lake City, UT 84111

Your notice must include Your name and address, the email address You used to set up Your Account, and an unequivocal statement that You want to opt out of this Arbitration Agreement. If You opt out of this Arbitration Agreement, all other parts of these Terms of Use will continue to apply to You. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that You may currently have, or may enter into with us in the future.

## **Miscellaneous**

The communications between You and Company use electronic means, whether You send the Company e-mails, or whether the Company posts notices on the Software Platform or communicates with You via e-mail. For contractual purposes, You (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications related to these Agreement that Company provides to You electronically satisfy any legal requirement that such communications would satisfy if they were made in writing in a physical document. The foregoing does not affect Your statutory rights.

This Agreement, and Your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by You without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor, nuclear, mine subsidence, named storms or materials.

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both You and Company agree that all claims and disputes arising out of or relating to this Agreement or the Services will be litigated exclusively in the state courts located in Salt Lake City, Utah or federal courts located in the District of Utah.

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Utah, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

Where Company requires that You provide an e-mail address, You are responsible for providing Company with Your most current e-mail address. In the event that the last e-mail address You provided to Company is not valid, or for any reason is not capable of delivering to You any notices required/ permitted by this Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address:

Audio Enhancement, Inc.

c/o Jessica Johnston

102 S. 200 E, Ste. #800

Salt Lake City, UT 84111

Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

If any portion of these Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

This Agreement are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

Company is a registered business in Utah, USA.

## **General Customer Assumptions**

- All Network Connections/Drops will be provided by Other at equipment locations and connected to a PoE+ switch with sufficient capacity to handle the installed devices. (30 Watts for each MS-XXX Device, 15 Watts for each Camera, 30 Watts for each PoE InfoView Display)
- All necessary power/racking will be provided by other, if it doesn't already exist in equipment locations.
- The network must be programmed and managed by the End User/Owner, to ensure successful functionality of the EPIC, SAFE, VIEWpath, and/or InfoView system.

## **Installation**

Audio Enhancement standard installation rates do not include prevailing/Davis Bacon wages, or the installation of equipment into materials that are made up of Asbestos or Lead, unless explicitly called within the BOM or proposal.

- Audio Enhancement provides up to 6' of non-metallic wire mold for classroom installations at no additional charge.
- All other conduit, wire mold styles, parts, boxes, etc. are not included, unless explicitly called out within the BOM or proposal.

## **Subcontractors**

Audio Enhancement reserves the right to utilize certified and authorized sub-contractors for all or part of the scope of work as viable for the installation and commissioning.

## **Payment Terms**

Unless otherwise agreed, standard payment terms are Net (30) Days on approved credit. Unless otherwise agreed all product and material will be billed Net (30) days from date of shipment of products from Audio Enhancement. Unless otherwise agreed all labor will be billed Net (30) at the completion of each site visit. Payments are to be made via check or wire. Unless otherwise agreed the customer agrees to pay 1.5% interest per month (18% annum) to Audio Enhancement for any unpaid invoices or monies past due on the quoted terms of sale. Unless otherwise agreed should collection of delinquent account be necessary, the customer agrees to pay legal fees incurred. Certain Audio Enhancement products are available on a subscription, per site or other limited license basis, and may require additional licenses or renewal from time to time. Renewal subscriptions and additional licenses will be subject to the terms and conditions in effect at the time of purchase.

## **Order Changes after shipment**

Changes in the specifications, quantities, schedule, or other aspects of the services that are requested or approved by the customer, will result in additional charges that may include product cost, freight/shipping cost, and or restocking fees.

### **Supply Chain Shortages**

The current supply dynamics are complex. Audio Enhancement may substitute products or alter project timelines due to unforeseen supply/demand constraints.

### **Assignments**

Customer may not assign or transfer, by operation of law or otherwise, any of its rights under these terms and conditions, to any third party without Audio Enhancement's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void.

### **Insurance**

# Audio Enhancement Plus K12

## TERMS AND CONDITIONS OF USE

OUR USE OF AND ACCESS TO OUR SOFTWARE PLATFORM (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS OUR SOFTWARE PLATFORM IN ANY MANNER. If You accept or agree to these Terms and Conditions of Use on behalf of a company, educational institution, or other legal entity, You represent and warrant that You have the authority to bind that company, educational institution, or other legal entity to these Terms and Conditions of Use and, in such event, “You” and “Your” will refer and apply to that company, education institutional, or other legal entity in addition to You.

### Introduction

This Software Platform is intended to support the Company’s services and products specifically purchased by the school/school district. The purpose of this Terms and Conditions of Use Agreement (“Terms of Use” or “Agreement”) is to set forth the terms and conditions under which Audio Enhancement, Inc. and/or its affiliated companies (collectively, “Company”, “we”, “us” or “our”), make our Audio Enhancement PLUS K12 Software Platform (“Software Platform”) available to You and the conditions under which You may have access to and use such Software Platform.

Please read these Terms of Use carefully before using our Software Platform.

By accessing or using the Software Platform in any way or taking any other action to signify Your acceptance of these Terms of Use, You: (1) agree to be bound by these Terms of Use and any future amendments and additions to these Terms of Use as published from time to time by the Company; and (2) represent You are of legal age in Your jurisdiction of residence to form a binding contract with Company. These Terms of Use include the provisions in this document, as well as those in the Company Privacy Policy, which can be found at <https://audioenhancement.com/privacy/>. Any documents, manuals, videos, and any other supporting software or materials provided to manage the Software Platform are also subject to these Terms of Use. Company periodically releases software updates to address security, stability and other features of the Software Platform. Such updates are subject to these Terms of Use. You agree to maintain security and application updates by using the updates that are released and made available to the public.

Your use of, and participation in the use of the Software Platform may be subject to additional terms (“Supplemental Terms”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to You for Your acceptance when You sign up to use the Software Platform. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to the Software Platform. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “Agreement.” Company may modify these Terms of Use at any time from time to time without prior notice and such modification shall be effective: (1) for Users who first use the Software Platform or (2) for existing Users, thirty (30) days after posting by the Company on its website. If You do not agree to the modification, You must cease Your use of the Software Platform immediately and Your only recourse is to cease using the

You must cease Your use of the Software Platform immediately and Your only recourse is to cease using the Software Platform and to contact the Company immediately.

See our current Privacy Policy for information and notices regarding our collection and use of personal information, found at <https://audioenhancement.com/privacy/>.

### **Use of Software Platform and Content**

Use of the Software Platform is granted only by maintaining an active license to use the Software Platform. Any violation of the Terms of Use or failure to maintain an active license may result in loss of use of the Software Platform. The Software Platform is designed to be used specifically in schools. The Software Platform facilitates use of other products and services provided by the Company. The Software Platform may receive information from school systems such as equipment status and version. The Company cannot guarantee that any of this information is received by the Software Platform and furthermore does not guarantee that any data of this nature is actively monitored or reviewed. The Company is not responsible for the uptime and availability of equipment operating at the schools or for the ongoing maintenance and patching or updating of any equipment. Data protection such as backups are not provided in the Software Platform. You must perform the ongoing monitoring, maintenance and disaster recovery responsibilities for products you purchased from the Company that may connect to the Software Platform.

In order to access certain features of the Software Platform, You may be required to register an Account (as defined below) and become a Registered User. For the purposes of this Agreement, a "Registered User" is a User who has registered for any Account. When registering an account for the Software Platform ("Account"), You agree to provide only true, accurate, current and complete information requested by the registration form (the "Registration Data") and to promptly update the Registration Data thereafter as necessary to keep it current. You represent that You are not barred from using the Software Platform under any applicable law and that You will be responsible for all activities that occur under Your Account. You may authorize a third party to access or use our Software Platform on Your behalf. You are responsible for maintaining the confidentiality of the user ID and password and are fully responsible for all activities that occur under Your user ID or password. Additionally, You are responsible to secure Your system and restrict access to the Software Platform as appropriate to ensure unauthorized users do not gain system access by means of insecure accounts, accounts which have been left from former employees, or other acts of negligence. You agree to immediately notify us of any unauthorized use of Your user ID or password or any other breach of security. We cannot and will not be liable for any loss or damage arising from any unauthorized use of Your account. You acknowledge and agree that You have no ownership or other property interest in Your Account and that all rights in and to Your Account are owned by and inure to the benefit of Company. It is Your responsibility to secure Your network, the Software Platform and endpoint network devices using all appropriate physical and digital controls to do so.

Except as otherwise indicated, our Software Platform and all rights thereto, are the property of Company and/or our affiliated companies and are protected under U.S. copyright, trade secret, trademark and patent law as well as international treaty provisions, with all rights reserved. All related graphics, logos, service marks and trade names used on or in connection with the Software Platform are the trademarks of Company

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**NOW HIRING**

Come be a part of our story!

**APPLY NOW**

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9858 South Audio Drive, West Jordan, UT 84081

Toll Free: 800.383.9362 Support: 800.932.3578

SAFE (Signal Alert for Education) System™ (patent pending) is an alert notification system not intended to be a life-saving device or prevent emergencies. Audio Enhancement, our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the application of our equipment. In the event of misuse or malfunction of the SAFE System or any of its components, Audio Enhancement, our agents, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly therefrom. Copyright 2025 Audio Enhancement, all rights reserved.

We own and retain all right, title, and interest in and our Services (except for any licensed content and software components included therein). You agree not to reverse engineer, decompile, distribute, license, sell, transfer, disassemble, copy, alter, modify, or create derivative works of our Software Platform or otherwise use our Software Platform in any way that violates the use restrictions contained in these Terms of Use. We do not grant You any license, express or implied, to any of our intellectual property or that of our licensors. You further acknowledge and agree that any information regarding the design, “look and feel”, specifications, components, functionality or operation and payment terms and pricing (if applicable) of our Software Platform is considered our confidential and proprietary information (collectively “Confidential Information”).

Our graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Company in the U.S. and/or other countries. Our trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated,



or used, in whole or in part, without our prior written permission. We also reserve the right to determine and control all aspects (including all functionality) of the Software Platform and our trade dress, as well as the right to re-design, modify and remove any or all aspects of them.

### **General Prohibitions**

Your use of the Software Platform is further subject to the following additional restrictions:

You represent, warrant, and agree that You will not contribute any content or otherwise use our Software Platform or interact with our Software Platform in a manner that:

Infringes or violates the intellectual property rights or any other rights of anyone else (including us);

Violates any law or regulation, including any applicable export control laws;

Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

Jeopardizes the security of Your account or anyone else's (such as allowing someone else to log in to our Software Platform as You);

Attempts, in any manner, to obtain the password, account, or other security information from any other user;

Violates the security of any computer network, or cracks any passwords or security encryption codes;

Runs Maillist, Listserv, any form of auto-responder or "spam" on our Software Platform or any processes that run or are activated while You are not logged into our Software Platform or that otherwise interfere with the proper working of our Software Platform (including by placing an unreasonable load on our Software Platform's infrastructure);

"Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to our Software Platform or Content (through use of manual or automated means);

Copies or stores any significant portion of the Content;

Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to our Software Platform.

Additionally, you agree to not use the Software Platform for illegal or harmful activities, including but not limited to undue panic caused by false alerts or for any other reason other than its intended purpose.

A violation of any of the foregoing is grounds for immediate termination of Your right to use or access our Software Platform.

### **Digital Millennium Copyright Act Notice**

If You believe that Your intellectual property rights have been violated by our Software Platform, please contact our copyright agent as follows:

Audio Enhancement, Inc.

c/o Strong & Hanni, PC

102 S. 200 E, Ste. #800

Salt Lake City, UT 84111

and provide the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed upon;

Identification of or a representative list of the work You believe has been infringed upon;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate said material;

Information reasonably sufficient to permit us to contact You;

A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed upon.

### **Indemnification**

You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, contractors, agents, business partners, and licensors (collectively, the "Company Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your misuse of the Software Platform; (b) Your violation of this Agreement; (c) Your violation of any rights of another party, including any Users; or (d) Your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of this Agreement or Your access to the Software Platform.

### **Disclaimer of Warranty**

YOUR USE OF OUR SOFTWARE PLATFORM AND ANY OF THE CONTENT THEREIN IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES IN CONNECTION WITH OUR SOFTWARE PLATFORM AND ANY OF THE CONTENT THEREIN. OUR SOFTWARE PLATFORM AND ALL CONTENT IS PROVIDED "AS IS", "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, WE DO NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES THAT OUR SOFTWARE PLATFORM OR CONTENT WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED OR FREE FROM ERRORS, THAT ANY ERRORS WILL BE CORRECTED, OR THAT THE SOFTWARE PLATFORM OR CONTENT WILL BE FREE FROM MALICIOUS SOFTWARE, VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE SOFTWARE PLATFORM OR ANY OF THE CONTENT THEREIN, NOR THE ADEQUACY, ACCURACY OR COMPLETENESS OF THE SOFTWARE PLATFORM OR ANY OF THE CONTENT THEREIN OR ANY OF THE INFORMATION, PRODUCTS OR SOFTWARE PLATFORM PROVIDED THROUGH THE SOFTWARE PLATFORM OR CONTENT THEREIN. NO ORAL OR WRITTEN INFORMATION GIVEN

BY ANY PARTY SHALL CREATE ANY SUCH WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. IN NEW JERSEY, THE ABOVE DISCLAIMER OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE DOES APPLY TO YOU BUT DOES NOT LIMIT OUR LIABILITY FOR A VIOLATION OF A STATUTORILY IMPOSED DUTY.

THE SOFTWARE PLATFORM IS NOT CLASSIFIED AS A LIFE SAFETY SYSTEM FOR FIRE OR OTHER EMERGENCY AND/OR DISASTER EVENTS OF ANY KIND.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM, AND YOU AGREE NOT TO HOLD US RESPONSIBLE FOR, ANY LOSSES, DAMAGES, INJURIES, CLAIMS OR OTHER LIABILITY OF ANY KIND, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESSING OR USING OR INABILITY TO ACCESS OR USE ALL OR ANY PART OF ANY OF OUR SOFTWARE PLATFORM OR ANY OF THE CONTENT THEREIN, OR YOUR RELIANCE ON THE SOFTWARE PLATFORM AND ANY CONTENT THEREIN, OR ANY FAILURE OF PERFORMANCE, ERROR, INTERRUPTION, DEFECT, DELAY IN TRANSMISSION, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS OR CONTENT, OR LINE OR SYSTEM FAILURE ASSOCIATED WITH THE SOFTWARE PLATFORM AND ANY OF ITS CONTENT, REGARDLESS OF OUR NEGLIGENCE AND/OR KNOWLEDGE THEREOF. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF COMPANY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY COMPANY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY AN COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION. THE LAW IN CERTAIN STATES, INCLUDING NEW JERSEY, MAY NOT ALLOW THE DISCLAIMER OR EXCLUSION OF ANY OR ALL OF SUCH LIABILITY, AND AS SUCH, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NEW JERSEY, THIS PROVISION DOES NOT LIMIT OR EXCLUDE OUR LIABILITY FOR OUR OWN INTENTIONAL TORTS, WILLFUL OR RECKLESS CONDUCT, GROSS NEGLIGENCE, OR VIOLATION OF A STATUTORILY IMPOSED DUTY.

### **Termination**

At its sole discretion, Company may modify or discontinue the Software Platform, or may modify, suspend, or terminate Your access to the Software Platform, for any reason, with or without notice to You and without liability to You or any third party. Company will not be responsible for refunding or otherwise paying any funds, amounts or credits that may be owed to You if you have suspended or terminated Your

any funds, amounts or credits that may be owed to you if we have suspended or terminated your permission to use the Software Platform. In addition to suspending or terminating Your access to the Software Platform, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after Your right to use the Software Platform is terminated, this Agreement will remain enforceable against You and unpaid amounts You owe to Company for any purchases will remain due.

## **Dispute Resolution**

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires You to arbitrate disputes with Company and limits the manner in which You can seek relief from us. You agree that any dispute or claim relating in any way to Your access or use of the Software Platform, to any products sold or distributed through the Software Platform (including any Company Policy), or to any aspect of Your relationship with Company, will be resolved by binding arbitration, rather than in court, except that (1) You may assert claims in small claims court if Your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) You or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST COMPANY ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

## **Arbitration Rules and Forum**

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to our registered agent:

Jessica Johnston  
102 S. 200 E, Ste. #800  
Salt Lake City, UT 84111

The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at

<http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>

JAMS's rules are also available at [jamsdr.com](http://jamsdr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You are located or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of You and Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms of Use (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and us.

YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in this section. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Terms of Use as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither You nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in the Exclusive Venue section below.

Within 30 days after first becoming subject to this Arbitration Agreement, You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of Your decision to opt out to the following address:

Audio Enhancement, Inc.

c/o Jessica Johnston

C/O JESSICA JOHNSTON

102 S. 200 E, Ste. #800

Salt Lake City, UT 84111

Your notice must include Your name and address, the email address You used to set up Your Account, and an unequivocal statement that You want to opt out of this Arbitration Agreement. If You opt out of this Arbitration Agreement, all other parts of these Terms of Use will continue to apply to You. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that You may currently have, or may enter into with us in the future.

### **Miscellaneous**

The communications between You and Company use electronic means, whether You send the Company e-mails, or whether the Company posts notices on the Software Platform or communicates with You via e-mail. For contractual purposes, You (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications related to these Agreement that Company provides to You electronically satisfy any legal

# CLEAR Connect

## TERMS AND CONDITIONS OF USE

YOUR USE OF AND ACCESS TO OUR SOFTWARE SERVICE (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS OUR SOFTWARE SERVICE IN ANY MANNER. If You accept or agree to these Terms and Conditions of Use on behalf of a company, educational institution, or other legal entity, You represent and warrant that You have the authority to bind that company, educational institution, or other legal entity to these Terms and Conditions of Use and, in such event, "You" and "Your" will refer and apply to that company, educational institution, or other legal entity in addition to You.

### Introduction

This Software Service is primarily to enhance Company's audio microphone products purchased by a school by providing a connection to third-party transcription, translation and text to speech services for students to access real-time in classroom translation, so long as schools have an active license. The purpose of this Terms and Conditions of Use Agreement ("Terms of Use" or "Agreement") is to set forth the terms and conditions under which Audio Enhancement, Inc. and/or its affiliated companies (collectively, "Company", "we", "us" or "our"), make our CLEAR Connect software service ("Software Service") available to You and the conditions under which You may have access to and use such Services.

Please read these Terms of Use carefully before using our Software Service.

By accessing or using the Software Service in any way or taking any other action to signify Your acceptance of these Terms of Use, You: (1) agree to be bound by these Terms of Use and any future amendments and additions to these Terms of Use as published from time to time by the Company; and (2) represent You are of legal age in Your jurisdiction of residence to form a binding contract with Company. These Terms of Use include the provisions in this document, as well as those in the Company Privacy Policy, which can be found at <https://audioenhancement.com/privacy/>. Any documents, manuals, videos, and any other supporting software or materials provided to manage the Software Service are also subject to these Terms of Use. Your use of, and participation in the use of the Software Service may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in the Terms of Use or will be presented to You for Your acceptance when You sign up to use the Software Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to the Software Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the "Agreement." Company may modify these Terms of Use at any time from time to time without prior notice and such modification shall be effective: (1) for Users who first use the Software Service or (2) for existing Users, thirty (30) days after posting by the Company on its website. If You do not agree to the modification, You must cease Your use of the Software Service immediately and Your only recourse is to cease using the Software Service and to contact the Company immediately.

See our current Privacy Policy for information and notices regarding our collection and use of personal information, found at <https://audioenhancement.com/privacy/>.



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## **Use of Services and Content**

Use of the Software Service is granted only by maintaining an active license to use the Software Service. Any violation of the Terms of Use or failure to maintain an active license may result in loss of use of the Software Service. The Software Service is designed as an educational tool for students to receive a live translation of the teacher in a classroom by connecting the audio of the teacher to a third-party translation service which is responsible for providing the translation. Company does not provide translation services, and You are responsible for maintaining an active account with third-party translation service. Company cannot guarantee the number of translated languages available, nor the quality or speed of those translations. Company cannot monitor or restrict the audio provided to the translation services for any copyright or criminal investigations. Company does not retain any audio or transcription data. Software Service is licensed per school and school districts must purchase a license for each school for teachers in that school to utilize the Software Service. Teachers have accounts in the Software Service and share a code to students to join the session via an internet connection. Company cannot control who the codes are shared with. You must provide policies and regulations around what data is utilized in the Software Service and who can access it. In order to access certain features of the Software Service, You may be required to register an Account (as defined below) and become a Registered User. For the purposes of this Agreement, a "Registered User" is a User who has registered for any Account. When registering an account for the Software Service ("Account"), You agree to provide only true, accurate, current and complete information requested by the registration form (the "Registration Data") and to promptly update the Registration Data thereafter as necessary to keep it current. You represent that You are not barred from using the Software Service under any applicable law and that You will be responsible for all activities that occur under Your Account. You may authorize a third party to access or use our Software Service on Your behalf. You are responsible for maintaining the confidentiality of the user ID and password and are fully responsible for all activities that occur under Your user ID or password. You agree to immediately notify us of any unauthorized use of Your user ID or password or any other breach of security. We cannot and will not be liable for any loss or damage arising from any unauthorized use of Your account. You acknowledge and agree that You have no ownership or other property interest in Your Account and that all rights in and to Your Account are owned by and inure to the benefit of Company.

Except as otherwise indicated, our Software Service and all rights thereto, are the property of Company and/or our affiliated companies and are protected under U.S. copyright, trade secret, trademark and patent law as well as international treaty provisions, with all rights reserved. All related graphics, logos, service marks and trade names used on or in connection with the Software Service are the trademarks of Company and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Software Service are the property of their respective owners. Subject to these Terms of Use, Company grants You a limited license to install and use the Software Service solely for the purpose of using within your teaching practice. Any future release, update, or other addition to the Software Service shall be subject to these Terms of Use. Due to the nature of the Software Service, Company reserves the right to introduce or modify pricing when introducing any future versions or features or upon the expiration of any existing pricing agreement term. Company, its

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Information”).

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### General Prohibitions

Your use of the Software Service is further subject to the following additional restrictions:

You represent, warrant, and agree that You will not contribute any content or otherwise use our Software Service or interact with our Software Service in a manner that:

Service or interact with our Software Service in a manner that:

Infringes or violates the intellectual property rights or any other rights of anyone else (including us);  
Violates any law or regulation, including any applicable export control laws; Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;  
Jeopardizes the security of Your account or anyone else's (such as allowing someone else to log in to our Software Services as You);  
Attempts, in any manner, to obtain the password, account, or other security information from any other user;  
Violates the security of any computer network, or cracks any passwords or security encryption codes;  
Runs Maillist, Listserv, any form of auto-responder or "spam" on our Software Service or any processes that run or are activated while You are not logged into our Software Service or that otherwise interfere with the proper working of our Services (including by placing an unreasonable load on our Software Service's infrastructure);  
"Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to our Software Service or Content (through use of manual or automated means);  
Copies or stores any significant portion of the Content;  
Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to our Software Service.  
A violation of any of the foregoing is grounds for immediate termination of Your right to use or access our Software Service.

### **Digital Millennium Copyright Act Notice**

If You believe that Your intellectual property rights have been violated by our Software Service, please contact our copyright agent as follows:

Audio Enhancement, Inc.  
c/o Strong & Hanni, PC  
102 S. 200 E, Ste. #800  
Salt Lake City, UT 84111

and provide the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed upon;

Identification of or a representative list of the work You believe has been infringed upon;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate said material;

Information reasonably sufficient to permit us to contact You;

A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that has been allegedly infringed upon.

## **Indemnification**

You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, contractors, agents, business partners, and licensors (collectively, the "Company Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your misuse of the Software Service; (b) Your violation of this Agreement; (c) Your violation of any rights of another party, including any Users; or (d) Your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with Company in asserting any available defenses. You agree that the provisions in this section will survive any termination of this Agreement or Your access to the Software Service.

## **Disclaimer of Warranty**

YOUR USE OF OUR SOFTWARE SERVICE AND ANY OF THE CONTENT THEREIN IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES IN CONNECTION WITH OUR SOFTWARE SERVICE AND ANY OF THE CONTENT THEREIN. OUR SOFTWARE SERVICE AND ALL CONTENT IS PROVIDED "AS IS", "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, WE DO NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES THAT OUR SOFTWARE SERVICE OR CONTENT WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED OR FREE FROM ERRORS, THAT ANY ERRORS WILL BE CORRECTED, OR THAT THE SERVICES OR CONTENT WILL BE FREE FROM MALICIOUS SOFTWARE, VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE SOFTWARE SERVICE OR ANY OF THE CONTENT THEREIN, NOR THE ADEQUACY, ACCURACY OR COMPLETENESS OF THE SOFTWARE SERVICE OR ANY OF THE CONTENT THEREIN OR ANY OF THE INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH THE SOFTWARE SERVICE OR CONTENT THEREIN. NO ORAL OR WRITTEN INFORMATION GIVEN BY ANY PARTY SHALL CREATE ANY SUCH WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. IN NEW JERSEY, THE ABOVE DISCLAIMER OF THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE DOES APPLY TO YOU BUT DOES NOT LIMIT OUR LIABILITY FOR A VIOLATION OF A STATUTORILY IMPOSED DUTY.

## **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM, AND YOU AGREE NOT TO HOLD US RESPONSIBLE FOR, ANY LOSSES, DAMAGES, INJURIES, CLAIMS OR OTHER LIABILITY OF ANY KIND, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES,

ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESSING OR USING OR INABILITY TO ACCESS OR USE ALL OR ANY PART OF ANY OF OUR SOFTWARE SERVICE OR ANY OF THE CONTENT THEREIN, OR YOUR RELIANCE ON THE SOFTWARE SERVICE AND ANY CONTENT THEREIN, OR ANY FAILURE OF PERFORMANCE, ERROR, INTERRUPTION, DEFECT, DELAY IN TRANSMISSION, COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS OR CONTENT, OR LINE OR SYSTEM FAILURE ASSOCIATED WITH THE SOFTWARE SERVICE AND ANY OF ITS CONTENT, REGARDLESS OF OUR NEGLIGENCE AND/OR KNOWLEDGE THEREOF. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF COMPANY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY COMPANY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY COMPANY'S FRAUD OR FRAUDULENT MISREPRESENTATION. THE LAW IN CERTAIN STATES, INCLUDING NEW JERSEY, MAY NOT ALLOW THE DISCLAIMER OR EXCLUSION OF ANY OR ALL OF SUCH LIABILITY, AND AS SUCH, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NEW JERSEY, THIS PROVISION DOES NOT LIMIT OR EXCLUDE OUR LIABILITY FOR OUR OWN INTENTIONAL TORTS, WILLFUL OR RECKLESS CONDUCT, GROSS NEGLIGENCE, OR VIOLATION OF A STATUTORILY IMPOSED DUTY.

### **Termination**

At its sole discretion, Company may modify or discontinue the Software Service, or may modify, suspend, or terminate Your access to the Software Service, for any reason, with or without notice to You and without liability to You or any third party. Company will not be responsible for refunding or otherwise paying any funds, amounts or credits that may be owed to You if we have suspended or terminated Your permission to use the Software Service. In addition to suspending or terminating Your access to the Software Service, Company reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after Your right to use the Software Service is terminated, this Agreement will remain enforceable against You and unpaid amounts You owe to Company for any purchases will remain due.

### **Dispute Resolution**

Please read the following arbitration agreement in this sSection ("Arbitration Agreement") carefully. It requires You to arbitrate disputes with Company and limits the manner in which You can seek relief from us. You agree that any dispute or claim relating in any way to Your access or use of the Services, to any products sold or distributed through the Services (including any Company Policy), or to any aspect of Your relationship with Company, will be resolved by binding arbitration, rather than in court, except that (1) You may assert claims in small claims court if Your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) You or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply,

without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST COMPANY ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

### **Arbitration Rules and Forum**

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to our registered agent:

Jessica Johnston

102 S. 200 E, Ste. #800

Salt Lake City, UT 84111

The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/>

JAMS's rules are also available at [jamsdr.com](http://jamsdr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You are located or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of You and Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms of Use (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator

has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and us.

YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in this section. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Terms of Use as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither You nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in the Exclusive Venue section below.

Within 30 days after first becoming subject to this Arbitration Agreement, You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of Your decision to opt out to the following address:

Audio Enhancement, Inc.  
c/o Jessica Johnston  
102 S. 200 E, Ste. #800  
Salt Lake City, UT 84111

Your notice must include Your name and address, the email address You used to set up Your Account, and an unequivocal statement that You want to opt out of this Arbitration Agreement. If You opt out of this Arbitration Agreement, all other parts of these Terms of Use will continue to apply to You. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that You may currently have, or may enter into with us in the future.

### **Miscellaneous**

The communications between You and Company use electronic means, whether You send the Company e-mails, or whether the Company posts notices on the Software Service or communicates with You via e-mail. For contractual purposes, You (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications



## **ADDENDUM**

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **AudioEnhancement, Inc.** ("Vendor"), and is intended to amend, modify, and supplement the \_\_\_\_\_ (hereinafter, the "Agreement").

**WHEREAS**, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

**NOW THEREFORE**, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

**Section 1. Prohibition Against Use of Student or District Likeness.**

Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

**Section 2. Open Records.** Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

**Section 3. Equitable Relief.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

**Section 4. Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

**Section 5. Effect of Addendum.** The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

**IN WITNESS WHEREOF**, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

**BOONE COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**[Audio Enhancement, Inc.]**

By:                                         

Date: 04/16/2025

Printed Name: Jeff Anderson

Title/Position: CEO/President

## **ADDENDUM**

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and Audio Enhancement, Inc. ("Vendor"), and is intended to amend, modify, and supplement the \_\_\_\_\_ (hereinafter, the "Agreement").

**WHEREAS**, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

**WHEREAS**, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

**WHEREAS**, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

**NOW THEREFORE**, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

**Section 1. Definitions for Addendum.** For the purpose of this Addendum, the following definitions shall apply:

- 1.1 "Confidential Student Information" shall mean all information, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties' Agreement.
- 1.2 "District Data" shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties' Agreement.
- 1.3 "Education Records" shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

**Section 2. Student Privacy Acknowledgements.** The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

**Section 3. Vendor’s Obligations.** Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor’s interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the student’s parent/guardian.

**Section 4. Prohibition Against Use of Student or District Likeness.** Vendor acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student’s parent/guardian. 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 purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

**Section 5. Security Breach Remediation and Notice.** Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931, Vendor shall notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a security breach relating to the personal information in the possession of Vendor. The notice to the District shall include all information the nonaffiliated third party has with regard to the security breach at the time of notification. In the event of a security breach relating to the personal information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933. In the event of a suspected or confirmed breach, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all provisions of KRS 61.931-.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such security breaches.

**Section 6. Cloud Computing Service Providers.** If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission; (b) 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 advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

**Section 7. Advertising Limitations.** Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to

teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement.

**Section 8. Open Records.** Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

**Section 9. Law Enforcement or Court-Mandated Disclosures.** Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

**Section 10. Insurance.** Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

**Section 11. Equitable Relief.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

**Section 12. Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the

event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

**Section 13. Effect of Addendum.** The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

**IN WITNESS WHEREOF**, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

**BOONE COUNTY SCHOOL DISTRICT**


By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**[Audio Enhancement, Inc.]**

By:  \_\_\_\_\_

Date: 04/16/2025

Printed Name: Jeff Anderson\_\_\_\_\_

Title/Position: CEO/President\_\_\_\_\_