

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** VII G **DATE:** January 26, 2026

**TOPIC/TITLE:** Approve Contracts

**PRESENTER:** Administrators

**ORIGIN:**

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY
  - STATE OR FEDERAL LAW OR REGULATION
  - BOARD OF EDUCATION POLICY
  - OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION
  - DATE:
  - ACTION:

**BACKGROUND INFORMATION:**

**SUMMARY OF MAJOR ELEMENTS:**

Attached Contracts: FY27 Mowing and Landscaping Contract (Klausing Group); Facilities Rental Agreement (Tots N Teens Consignment Sale); Rental Contract (Life Adventure Center); Subscription Contract (RedRover).

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:**  Recommended  Not Recommended

*Yoni Jones*

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** **DATE: 01-15-2026**

**TOPIC/TITLE:** Contracts

**PRESENTER:** Dr. Josh Rayburn

**ORIGIN:**

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY
  - STATE OR FEDERAL LAW OR REGULATION
  - BOARD OF EDUCATION POLICY
  - OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION
  - DATE:
  - ACTION:

**BACKGROUND INFORMATION:**

Board approves all contracts for the district

**SUMMARY OF MAJOR ELEMENTS:**

Approval for FY27 Mowing and Landscaping Contract with Klausing Group, FY26 \$82,925.63 - FY27 \$94,146.78, increase due to additional acreage and sporting facility grounds added. Approval for facilities rental agreement - Tots N Teens Consignment sale.

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:**  Recommended  Not Recommended

*Yoni Jones*

# Pricing, Specifications, Terms and Conditions



Presented by:  
Morgan Godman

[mgodman@klausinggroup.com](mailto:mgodman@klausinggroup.com)

Contract No. - 29744

WCPS - WOODFORD COUNTY  
MIDDLE SCHOOL

November 14, 2025

**SUMMARY OF SERVICES**

Start Date: 1/1/2026

End Date: 12/31/2026

<b>INCLUDED SERVICES</b>	<b>OCCURS</b>	<b>COST EACH</b>	<b>TOTAL COST</b>
MOW, TRIM, EDGE & BLOW	26	\$997.61	\$25,937.86
<b>TOTAL</b>			<b>\$25,937.86</b>
SALES TAX			\$0.00
<b>GRAND TOTAL</b>			<b>\$25,937.86</b>

<b>OPTIONAL SERVICES</b>	<b>OCCURS</b>	<b>COST EACH</b>	<b>TOTAL COST</b>
MULCH APPLICATION	1	\$1,990.61	\$1,990.61
<b>TOTAL</b>			<b>\$1,990.61</b>
SALES TAX			\$0.00
<b>GRAND TOTAL</b>			<b>\$1,990.61</b>

**SCOPE OF INCLUDED SERVICES****GENERAL SPECIFICATIONS**

This proposal shall be valid for a period of not more than 30 (thirty) days from the submittal date. The validity of the proposal may be extended by mutual consent of the respective contractor and client.

All work will be performed under the supervision of qualified, Landscape Industry Certified professionals. Our personnel are your representatives while on site. As such, they will conduct themselves in a workmanlike and efficient manner.

Klausing Group agrees to furnish all labor, tools, specialized equipment, materials, supervision, and transportation to perform the services as defined below. If you wish to have services rendered that are not included in the services defined herein, a separate work order proposal should be requested.

Landscape maintenance agreements do not include the removal of dead plants or storm debris in masse. Dead plants and storm debris that can be removed manually and do not require special mobilization or the use of tools or equipment, will be removed at Klausing Group's discretion.

Service will not be provided on Thanksgiving Day, Christmas Eve after 9 pm, Christmas Day, New Year's Eve after 9 pm, or New Year's Day. Additionally, service may be temporarily suspended in extreme weather conditions including heat and cold in order to ensure the safety of our staff.

**MOW, TRIM, EDGE & BLOW**

Paper, trash, branches and other debris will be collected prior to mowing turf areas. Turf shall be cut at a height of 2" to 4" as conditions dictate. Any bagged or caught clippings will be removed from the site. Mowing equipment and patterns (alternate directions each cutting) shall be employed to permit on site recycling of clippings where possible and to present a neat appearance. Blades on all equipment shall be sharp to prevent tearing of grass blades. Grass adjacent to fixed objects shall be trimmed to the same height as the general turf. Vertical blade edging will be done bi-weekly or as needed where turf meets a finished concrete edge. Paved areas will be blown off with each cut in order to clean debris created by Klausing Group's equipment.

**SCOPE OF OPTIONAL SERVICES**  
(Initial Service To Authorize)**MULCH APPLICATION**

Apply a fresh top dressing of shredded hardwood mulch in the spring and/or turn mulch to maintain a total finished mulch depth of one and a half to two (1.5 - 2) inches of mulch. No mulch removal will be performed with this service.

**AGREEMENT TERMS AND CONDITIONS**

**Scope of Services.** Company will provide the services described in the Summary of Services ("Services") in accordance with applicable laws and professional standards. Client acknowledges Company will rely on information provided by Client, who is responsible for the accuracy of such information. Any work outside the agreed scope will require a written change order and may result in additional charges.

**Term and Renewal.** This Agreement is effective on the Commencement Date and remains in effect for the initial term stated in the Summary of Services. It will automatically renew for successive one-year terms unless terminated under Section 8. Upon renewal, the annual price will increase by the greater of: (a.) the percentage increase in the U.S. Consumer Price Index (CPI) for the most recent 12-month period, or (b.) 3%. Notwithstanding the foregoing, Company reserves the right to apply a higher increase based on changes in market conditions, cost of materials, labor, or other factors. Any such increase will be communicated to Client in writing at least thirty (30) days prior to the effective renewal date.

**Mid-Term Price Adjustments.** If material, equipment, labor, or energy costs increase by more than 5% during the term, through no fault of Company, Company may increase the price by giving Client at least thirty (30) days' written notice.

**Payment Terms.** Unless otherwise stated in a Billing Schedule, Client will pay the contract amount in monthly installments due within thirty (30) days of invoice. Past due balances accrue interest at two percent (2%) per month. (a.) A 5% discount is available for full payment within the first month of the Agreement. (b.) A 3% discount is available for payment of 50% within the first month and the remaining balance within the sixth month.

**Suspension of Services.** Company may suspend Services without liability for non-payment or when necessary to ensure worker safety in extreme conditions. Delays due to safety suspensions are not a breach of this Agreement.

**Service Adjustments.** Company may modify service descriptions as conditions dictate without diminishing the overall scope and quality of Services. Company retains ownership of all plans, drawings, schedules, and work product created during the course of the Services unless otherwise agreed in writing; Client receives a non-exclusive license to use such work solely for its intended purpose.

**Subcontracting.** Company may subcontract any portion of the Services to qualified, licensed, and insured subcontractors without notice to or approval from Client, and remains responsible for their performance.

**Termination.** This Agreement may be terminated only for cause: (a) a material breach uncured thirty (30) days after written notice, or (b) insolvency or bankruptcy of a party. Upon termination, if Services performed exceed payments received, Company may invoice the difference, payable within thirty (30) days.

**Dispute Resolution.** Disputes will first be addressed in good faith by senior representatives. If unresolved within thirty (30) days, the parties will proceed to mediation before pursuing arbitration or litigation.

**Governing Law.** This Agreement is governed by the laws of the Commonwealth of Kentucky.

**Limitation of Liability & Indemnification.** No warranties, express or implied, exist for the Services except as stated herein. To the fullest extent permitted by law, neither party is liable for indirect or consequential damages. Each party will indemnify and hold harmless the other from losses, damages, or expenses, including reasonable attorneys' fees, arising from its negligence, intentional misconduct, or breach of this Agreement.

**Entire Agreement & Offer Expiration.** This document and any attachments form the entire agreement and may only be amended in writing signed by both parties. If not executed, this Agreement expires thirty (30) days from the submittal date.

**ACCEPTANCE**

By



Morgan Godman

Date

November 14, 2025

**KLAUSING GROUP, INC.**

By



Date

**WOODFORD COUNTY  
SCHOOLS**

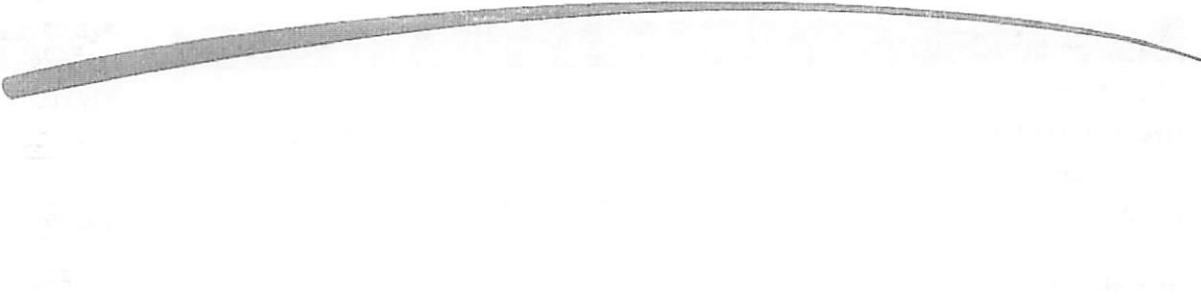
Contract No. - 29744

WCPS - WOODFORD COUNTY  
MIDDLE SCHOOL

November 14, 2025

**"Company"**

**"Client"**



# Pricing, Specifications, Terms and Conditions



Presented by:  
Morgan Godman

[mgodman@klausinggroup.com](mailto:mgodman@klausinggroup.com)

**SUMMARY OF SERVICES**

Start Date:	1/1/2026	End Date:	12/31/2026
<b>INCLUDED SERVICES</b>		<b>OCCURS</b>	<b>COST EACH</b>
MOW, TRIM, EDGE & BLOW		26	\$488.32
<b>TOTAL</b>			<b>\$12,696.32</b>
SALES TAX			\$.00
<b>GRAND TOTAL</b>			<b>\$12,696.32</b>
<b>OPTIONAL SERVICES</b>		<b>OCCURS</b>	<b>COST EACH</b>
MULCH APPLICATION		1	\$716.56
<b>TOTAL</b>			<b>\$716.56</b>
SALES TAX			\$.00
<b>GRAND TOTAL</b>			<b>\$716.56</b>

### SCOPE OF INCLUDED SERVICES

#### GENERAL SPECIFICATIONS

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#### MOW, TRIM, EDGE & BLOW

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### SCOPE OF OPTIONAL SERVICES

(Initial Service To Authorize)

#### MULCH APPLICATION

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**AGREEMENT TERMS AND CONDITIONS**

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**ACCEPTANCE**

By \_\_\_\_\_  
Morgan Godman

Date November 14, 2025

**KLAUSING GROUP, INC.**

"Company"

By \_\_\_\_\_

Date \_\_\_\_\_

**WOODFORD COUNTY  
SCHOOLS**

"Client"



Presented by:  
Morgan Godman

[mgodman@klausinggroup.com](mailto:mgodman@klausinggroup.com)

**SUMMARY OF SERVICES**

Start Date: 1/1/2026

End Date: 12/31/2026

INCLUDED SERVICES	OCCURS	COST EACH	TOTAL COST
MOW, TRIM, EDGE & BLOW	26	\$254.62	\$6,620.12
<b>TOTAL</b>			<b>\$6,620.12</b>
SALES TAX			\$0.00
<b>GRAND TOTAL</b>			<b>\$6,620.12</b>

OPTIONAL SERVICES	OCCURS	COST EACH	TOTAL COST
MULCH APPLICATION	1	\$1,074.84	\$1,074.84
<b>TOTAL</b>			<b>\$1,074.84</b>
SALES TAX			\$0.00
<b>GRAND TOTAL</b>			<b>\$1,074.84</b>

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**(Initial Service To Authorize)**

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**ACCEPTANCE**

By \_\_\_\_\_  
Morgan Godman

Date November 14, 2025

**KLAUSING GROUP, INC.**

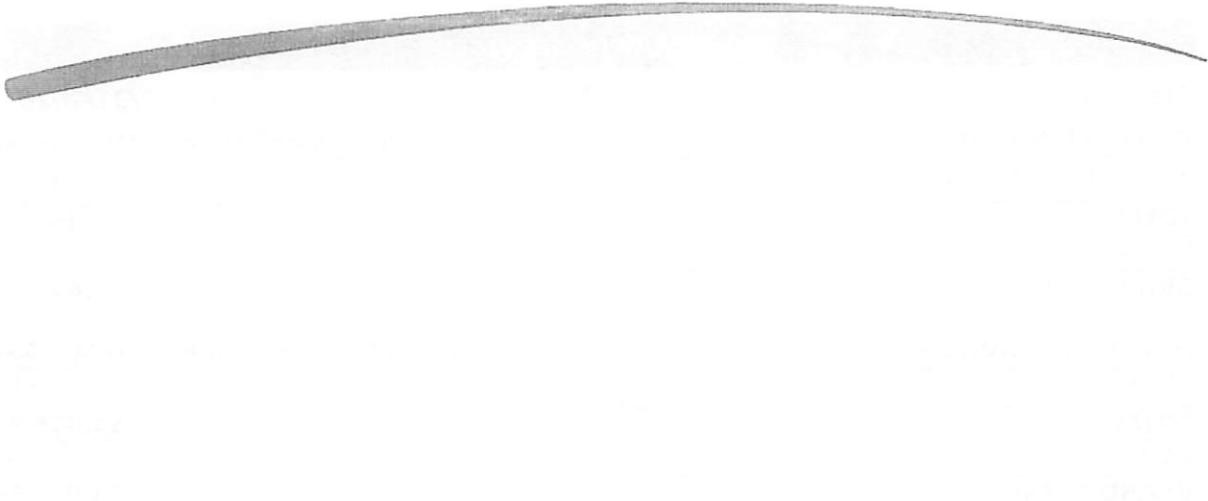
"Company"

By \_\_\_\_\_

Date \_\_\_\_\_

**WOODFORD COUNTY  
SCHOOLS**

"Client"



# Pricing, Specifications, Terms and Conditions



Presented by:  
Morgan Godman

[mgodman@klausinggroup.com](mailto:mgodman@klausinggroup.com)

**SUMMARY OF SERVICES**

Start Date: 1/1/2026

End Date: 12/31/2026

INCLUDED SERVICES	OCCURS	COST EACH	TOTAL COST
MOW, TRIM, EDGE & BLOW	26	\$379.49	\$9,866.74
<b>TOTAL</b>			<b>\$9,866.74</b>
SALES TAX			\$0.00

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**SCOPE OF INCLUDED SERVICES****GENERAL SPECIFICATIONS**

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## ACCEPTANCE

By \_\_\_\_\_  
Morgan Godman

Date November 14, 2025

**KLAUSING GROUP, INC.**

"Company"

By \_\_\_\_\_

Date \_\_\_\_\_

**WOODFORD COUNTY  
SCHOOLS**

"Client"



# Pricing, Specifications, Terms and Conditions



Presented by:  
Morgan Godman

[mgodman@klausinggroup.com](mailto:mgodman@klausinggroup.com)

<b>SUMMARY OF SERVICES</b>			
INCLUDED SERVICES	OCCURS	COST EACH	TOTAL COST
MOW, TRIM, EDGE & BLOW	26	\$470.02	\$12,220.52
<b>TOTAL</b>			<b>\$12,220.52</b>
SALES TAX			\$.00
<b>GRAND TOTAL</b>			<b>\$12,220.52</b>
OPTIONAL SERVICES	OCCURS	COST EACH	TOTAL COST
MULCH APPLICATION	1	\$1,074.84	\$1,074.84
<b>TOTAL</b>			<b>\$1,074.84</b>
SALES TAX			\$.00
<b>GRAND TOTAL</b>			<b>\$1,074.84</b>

### **SCOPE OF INCLUDED SERVICES**

#### **GENERAL SPECIFICATIONS**

This proposal shall be valid for a period of not more than 30 (thirty) days from the submittal date. The validity of the proposal may be extended by mutual consent of the respective contractor and client.

All work will be performed under the supervision of qualified, Landscape Industry Certified professionals. Our personnel are your representatives while on site. As such, they will conduct themselves in a workmanlike and efficient manner.

Klausing Group agrees to furnish all labor, tools, specialized equipment, materials, supervision, and transportation to perform the services as defined below. If you wish to have services rendered that are not included in the services defined herein, a separate work order proposal should be requested.

Landscape maintenance agreements do not include the removal of dead plants or storm debris in masse. Dead plants and storm debris that can be removed manually and do not require special mobilization or the use of tools or equipment, will be removed at Klausing Group's discretion.

Service will not be provided on Thanksgiving Day, Christmas Eve after 9 pm, Christmas Day, New Year's Eve after 9 pm, or New Year's Day. Additionally, service may be temporarily suspended in extreme weather conditions including heat and cold in order to ensure the safety of our staff.

#### **MOW, TRIM, EDGE & BLOW**

Paper, trash, branches and other debris will be collected prior to mowing turf areas. Turf shall be cut at a height of 2" to 4" as conditions dictate. Any bagged or caught clippings will be removed from the site. Mowing equipment and patterns (alternate directions each cutting) shall be employed to permit on site recycling of clippings where possible and to present a neat appearance. Blades on all equipment shall be sharp to prevent tearing of grass blades. Grass adjacent to fixed objects shall be trimmed to the same height as the general turf. Vertical blade edging will be done bi-weekly or as needed where turf meets a finished concrete edge. Paved areas will be blown off with each cut in order to clean debris created by Klausing Group's equipment.

### **SCOPE OF OPTIONAL SERVICES**

**(Initial Service To Authorize)**

#### **MULCH APPLICATION**

Apply a fresh top dressing of shredded hardwood mulch in the spring and/or turn mulch to maintain a total finished mulch depth of one and a half to two (1.5 - 2) inches of mulch. No mulch removal will be performed with this service.

## AGREEMENT TERMS AND CONDITIONS

**Scope of Services.** Company will provide the services described in the Summary of Services ("Services") in accordance with applicable laws and professional standards. Client acknowledges Company will rely on information provided by Client, who is responsible for the accuracy of such information. Any work outside the agreed scope will require a written change order and may result in additional charges.

**Term and Renewal.** This Agreement is effective on the Commencement Date and remains in effect for the initial term stated in the Summary of Services. It will automatically renew for successive one-year terms unless terminated under Section 8. Upon renewal, the annual price will increase by the greater of: (a.) the percentage increase in the U.S. Consumer Price Index (CPI) for the most recent 12-month period, or (b.) 3%. Notwithstanding the foregoing, Company reserves the right to apply a higher increase based on changes in market conditions, cost of materials, labor, or other factors. Any such increase will be communicated to Client in writing at least thirty (30) days prior to the effective renewal date.

**Mid-Term Price Adjustments.** If material, equipment, labor, or energy costs increase by more than 5% during the term, through no fault of Company, Company may increase the price by giving Client at least thirty (30) days' written notice.

**Payment Terms.** Unless otherwise stated in a Billing Schedule, Client will pay the contract amount in monthly installments due within thirty (30) days of invoice. Past due balances accrue interest at two percent (2%) per month. (a.) A 5% discount is available for full payment within the first month of the Agreement. (b.) A 3% discount is available for payment of 50% within the first month and the remaining balance within the sixth month.

**Suspension of Services.** Company may suspend Services without liability for non-payment or when necessary to ensure worker safety in extreme conditions. Delays due to safety suspensions are not a breach of this Agreement.

**Service Adjustments.** Company may modify service descriptions as conditions dictate without diminishing the overall scope and quality of Services. Company retains ownership of all plans, drawings, schedules, and work product created during the course of the Services unless otherwise agreed in writing; Client receives a non-exclusive license to use such work solely for its intended purpose.

**Subcontracting.** Company may subcontract any portion of the Services to qualified, licensed, and insured subcontractors without notice to or approval from Client, and remains responsible for their performance.

**Termination.** This Agreement may be terminated only for cause: (a) a material breach uncured thirty (30) days after written notice, or (b) insolvency or bankruptcy of a party. Upon termination, if Services performed exceed payments received, Company may invoice the difference, payable within thirty (30) days.

**Dispute Resolution.** Disputes will first be addressed in good faith by senior representatives. If unresolved within thirty (30) days, the parties will proceed to mediation before pursuing arbitration or litigation.

**Governing Law.** This Agreement is governed by the laws of the Commonwealth of Kentucky.

**Limitation of Liability & Indemnification.** No warranties, express or implied, exist for the Services except as stated herein. To the fullest extent permitted by law, neither party is liable for indirect or consequential damages. Each party will indemnify and hold harmless the other from losses, damages, or expenses, including reasonable attorneys' fees, arising from its negligence, intentional misconduct, or breach of this Agreement.

**Entire Agreement & Offer Expiration.** This document and any attachments form the entire agreement and may only be amended in writing signed by both parties. If not executed, this Agreement expires thirty (30) days from the submittal date.

## ACCEPTANCE

By \_\_\_\_\_  
Morgan Godman

Date November 14, 2025

**KLAUSING GROUP, INC.**

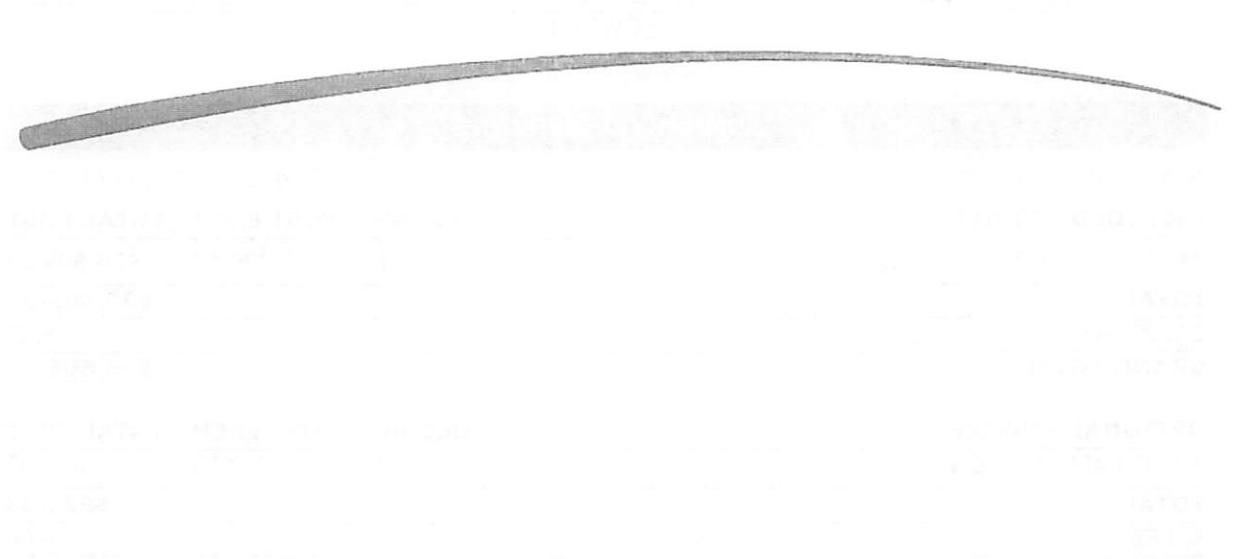
"Company"

By \_\_\_\_\_

Date \_\_\_\_\_

**WOODFORD COUNTY  
SCHOOLS**

"Client"



# Pricing, Specifications, Terms and Conditions



Presented by:  
Morgan Godman

[mgodman@klausinggroup.com](mailto:mgodman@klausinggroup.com)

Contract No. - 29784

WCPS - WOODFORD CO. HIGH  
SCHOOL

November 14, 2025

**SUMMARY OF SERVICES**

Start Date: 1/1/2026

End Date: 12/31/2026

INCLUDED SERVICES	OCCURS	COST EACH	TOTAL COST
MOW, TRIM, EDGE & BLOW	26	\$1,030.97	\$26,805.22
<b>TOTAL</b>			<b>\$26,805.22</b>
SALES TAX			\$0.00
<b>GRAND TOTAL</b>			<b>\$26,805.22</b>
OPTIONAL SERVICES	OCCURS	COST EACH	TOTAL COST
MULCH APPLICATION	1	\$973.83	\$973.83
<b>TOTAL</b>			<b>\$973.83</b>
SALES TAX			\$0.00
<b>GRAND TOTAL</b>			<b>\$973.83</b>

**SCOPE OF INCLUDED SERVICES****GENERAL SPECIFICATIONS**

This proposal shall be valid for a period of not more than 30 (thirty) days from the submittal date. The validity of the proposal may be extended by mutual consent of the respective contractor and client.

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**SCOPE OF OPTIONAL SERVICES**  
**(Initial Service To Authorize)****MULCH APPLICATION**

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**AGREEMENT TERMS AND CONDITIONS**

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**Governing Law.** This Agreement is governed by the laws of the Commonwealth of Kentucky.

**Limitation of Liability & Indemnification.** No warranties, express or implied, exist for the Services except as stated herein. To the fullest extent permitted by law, neither party is liable for indirect or consequential damages. Each party will indemnify and hold harmless the other from losses, damages, or expenses, including reasonable attorneys' fees, arising from its negligence, intentional misconduct, or breach of this Agreement.

**Entire Agreement & Offer Expiration.** This document and any attachments form the entire agreement and may only be amended in writing signed by both parties. If not executed, this Agreement expires thirty (30) days from the submittal date.

**ACCEPTANCE**

By \_\_\_\_\_  
Morgan Godman

Date November 14, 2025

**KLAUSING GROUP, INC.**

By \_\_\_\_\_

Date \_\_\_\_\_

**WOODFORD COUNTY  
SCHOOLS**

Contract No. - 29784

WCPS - WOODFORD CO. HIGH  
SCHOOL

November 14, 2025

"Company"

"Client"

**Agreement for Use of School Facilities**

This Agreement, made and entered into this, the 12 day of Jan, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and TOTS N Tcens LLC. Hereinafter referred to as Lessee;

**WITNESSETH:**

It is mutually agreed by and between Lessor and Lessee as follows:

1. The Lessor hereby leases unto Lessee the following portions and no other of the premises known as the (building and locations) Cafeteria together with the usual entrances and exits for the following dates and times: March 9-14, 2026 for the following purpose and no other: Kids Consignment Sale - Sale times attached.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$1500 in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$500. All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
7. No use of any tobacco products, alternative nicotine products or vapor products as defined in KRS 438.305 shall occur within the building or on school-owned property.
8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

**Agreement for Use of School Facilities**

9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
11. Lessee agrees not to bring onto the leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
14. Advertisements or solicitations of funds in or about the building are prohibited.
15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

**Agreement for Use of School Facilities**

17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

**Agreement for Use of School Facilities**

Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown, suspected or unsuspected, which Lessee may hold or which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

**LESSOR:**

BY: \_\_\_\_\_  
Building Administrator

BY: \_\_\_\_\_  
For Woodford County Board of Education

**LESSEE:**

BY: L. B. Jamison  
TITLE: Owner

Rental fees shall be as follows (minimum charge of two hours):

*Fees represent reimbursements, not personnel hourly pay. Personnel will be paid at hourly rate. At the recommendation of the Superintendent, the board may waive fees for part or all of the agreement.*

Gymnasium/Cafeteria/Auditorium/Non-turf fields	\$60.00/hour
Classroom	\$45.00/hour
Specialty Classrooms (ex. CTE spaces/Library)	\$50.00/Hour
Custodian <i>Larger events might require more than one personnel.</i>	\$30.00/hour/person
Audio & Video Personnel <i>This is required if using school-owned technical equipment (sound, lighting, projector, or screen equipment) is requested by lessee. School equipment may only be used by lessee if A/V personnel is present. Larger events might require more than one personnel. Technology Director, or designee, approval required.</i>	\$30.00/hour/person
Turf Fields	\$80.00/hour
Field Lights	\$25.00/hour
Classroom/Library Utilities	\$45.00/hour
Gym, Auditorium, Cafeteria Utilities	\$60.00/hour
Other items not listed	Varies, as approved by the Superintendent or designee, listed on the agreement

Groups that rent the building on a continuous basis will pay a fee set by the Superintendent or designee.

**Agreement for Use of School Facilities****AED NOTICE**

Dear \_\_\_\_\_,

The Woodford County School District is committed to providing students, staff, and visitors with a safe environment. Automated External Defibrillators (AED's) have been placed in the District's school Facilities. Cabinets are alarmed but not locked. The alarm will stop when the door is closed.

We have trained staff available during regular school/business hours. However, please be advised that trained staff **MAY NOT** be available to assist in the event of an emergency. If someone with your group is certified in CPR and the use of the AED, please feel free to utilize our defibrillator. We encourage everyone to participate in our community effort to be cardiac safe.

If a medical emergency event occurs, please be advised to call 911 immediately. If you use the AED, please contact the Coordinator of Student Services at 879-4600 ext. 2110, so that we may replace any materials used in the resuscitation effort.

We would encourage everyone to learn CPR and how to use the AED. It could be the difference between life and death. For information on classes scheduled for our area, please call the Bluegrass Chapter of the American Red Cross at 859-253-1331.

Sincerely,

Superintendent,  
Woodford County Schools

*I have read and understand the above.*

Signed: Ybgambse

Group: TOTS N Teens LLC

Review/Revised:6/12/2023

## TENTATIVE - 2026 Spring Sale Schedule

Day	Date		Time		
Monday	3/9/26	Deliver trailer to venue	noon		
		Partial unload -Barb/Debbie (In & Out)	noon - 8pm		
		Volunteers - Trailer Unload	4pm - 8pm		
Tuesday	3/10/26	Barbara & Debbie Unload (In & Out)	9am - 8pm		
		Computer Set-Up			
Wednesday	3/11/26	Set-Up, Seller Check-In & Presale	8am - 8pm		
Thursday	3/12/26	Sale Opens to the Public	9:30am-8pm		
Friday	3/13/26	Sale ongoing-	9:30am-8pm		
Saturday	3/14/26	Last day of sale & Break down	8:30am-5pm		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: <b>Eventsured Customer Service</b>	
	PHONE (Area No. & Ext): <b>888-882-5902</b>	FAX (Area No.):
DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	E-MAIL: <b>Info@eventsured.com</b>	
	ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Houston Casualty Company		42374
INSURED	INSURER B:	
Tots N Teens LLC Barbara Gamboe 5499 Keene Versailles Rd Versailles, KY 40383	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER: <b>TM496560</b>		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD/SUBR (INSR/WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	H25SE00172/TM496560	03/09/2026	03/15/2026	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/>					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/>					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY					PRODUCTS - COMP/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/> PROJECT	— \$ 0					
<input checked="" type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Each accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	Hired Autos					PROPERTY DAMAGE (Per accident) \$
						— \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
						— \$
	<input checked="" type="checkbox"/> DED					
	<input checked="" type="checkbox"/> RETENTION S					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below:					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLEs (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Rummage Sale to be held on 03/09/2026 - 03/14/2026 with 300 attendees at Woodford County Board of Education 180 Frankfort St Versailles, KY 40383. Additional Insureds include: Woodford County Board of Education 180 Frankfort St Versailles, KY 40383; Dr. Josh Rayburn Chief Operations Officer.						

CERTIFICATE HOLDER		CANCELLATION	
Woodford County Board of Education 180 Frankfort St Versailles KY, 40383		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE	



570 Milner Road, Versailles, KY 40383  
Phone: 859-873-3271  
Email: [info@lifeadventurecenter.org](mailto:info@lifeadventurecenter.org)

## GUEST CONFIRMATION AND RENTAL CONTRACT

Organization: Woodford County High School-Equine Class

Address: 180 Frankfort Street      City: Versailles      State: KY      Zip code: 40383

Primary Contact: Tracy Probst      Phone: 859-879-4630

Email: [tracy.probst@woodford.kyschools.us](mailto:tracy.probst@woodford.kyschools.us)

Program Director: Megan Patrick

Contact Info: [megan@lifeadventurecenter.org](mailto:megan@lifeadventurecenter.org)      859-873-3271 ext103

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Estimated invoice for contracted services: \$3168

Description of contracted services: 2/10/26 Partial Day of Equine Programming for 18 youths, 3/13/26 Partial Day of Equine Programming for 18 youths, 4/20/2026 Partial Day of Programming for 18 youths, 4/22/2024 Partial Day of Equine Programming for 18 youths.  
(Youth Rate of \$44 per student per day)

Deposit (10%): \$317 due to book and confirm date of (2/10), (3/13), (4/20), (4/22) (event date).

Final Balance: \$2851 due thirty days before programming, with deadline of 02/01/2026

Total balance due upon completion of programming.

Please submit your PO Number & your organization's Tax Exemption Certificate for invoicing purposes. PO Number: \_\_\_\_\_

We agree to pay Life Adventure Center for all services provided. **We understand that this booking is not final and confirmed until receipt of this agreement.** We understand that Life Adventure Center will bill our organization following our programming experience.

We understand that two weeks before our event day is the last day to reduce the number of participants without penalty. Any reduction in the number of participants after this date will incur the full booking price.

**1. Change of Date Policy:** If we need to change the date of our programming experience with

Life Adventure Center, we understand that to incur no penalty we need to do so at least 30 days in advance. If changing the date less than thirty days before our programming experience, we understand that a \$25.00 change of date fee will be added to our final bill. Life Adventure Center will waive this penalty in the event of school cancellation on the day of our programming experience for either the county your school is in or for Woodford County Schools (cancellations due to weather and/or sickness will waive this penalty).

**2. Cancellation Policy:** To incur no penalty, we understand that we must cancel our programming experience more than two weeks before our scheduled event. Groups that cancel with less than two weeks' notice more than three times in a calendar year may be required to pay additional fees.

**3. Supervision:** We understand that Life Adventure Center facilitators will be present at all listed programming hours. However, if our group primarily consists of individuals under the age of eighteen, we also agree to have at minimum one adult chaperone from our own group for every fifteen participants, for the entirety of all sessions. In some circumstances, additional chaperones may be requested due to the individual needs of the group.

**4. Liability:** We assume liability to the extent allowed by law and agree to indemnify, protect, defend, save and keep harmless Life Adventure Center, including any and all of Life Adventure Center's affiliates, from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and reasonable legal expenses, of whatever kind and nature imposed on, incurred by or asserted against Life Adventure Center (whether or not also indemnified against by any other person in any way relating to or arising out of the use of Life Adventure Center programming.)

**5. Facilities:** We understand that Life Adventure Center reserves the right to schedule another group or have public activities occurring on the property simultaneously if facility capacity allows.

**6. Food and Beverages:** Food and Beverages will not be provided by Life Adventure Center unless otherwise stated in our fee agreement. Catering is at the discretion of Life Adventure Center. Please talk to your program coordinator if interested.

**7. Discrimination Policy:** Life Adventure Center certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling ability.

**8. Inclement Weather Policy:** By signing this agreement, we acknowledge that we understand that our programming experience at Life Adventure Center can take place in almost any weather condition – including cold, rain, and snow. Life Adventure Center staff always prepare an appropriate rain and snow day programming alternative. In the event that the public schools in

our district or in Woodford County are operating on a delay or are cancelled all together, we understand that our programming experience will also be cancelled without penalty.

## **General Rental Guidelines**

- a. Assembly Building:**
  - Please use the fire screen at all times for fires in the assembly building. Never leave a fire unattended.
  - All lights in the building and restrooms should be turned off when exiting the building at departure.
  - Participants should park in the designated parking area, as directed by Life Adventure Center staff. Please leave parking at the front of the building and around the circle for short- term visits or groups of under 10 participants/vehicles.
- b. Kitchen/ Cooking:**
  - Food and drinks are permitted in the assembly building. All waste and recycling should be placed in the appropriate labeled trash and recycling cans. Please alert Life Adventure Center staff if these are full and need to be emptied.
  - Groups are not permitted to use the kitchen – if you would like your programming experience to be catered, please reach out to your Life Adventure Center coordinator to review our camp and retreat menus or for additional information about local caterers.
- c. Pets:**
  - Personal pets are not permitted on Life Adventure Center property. Only service animals that are individually trained to work or perform tasks directly related to a person's physical, sensory, psychiatric, or intellectual diagnosis, are permitted. While on Life Adventure Center property handlers must maintain control of the service animal by way of harness and leash.
  - If the service animal is out of control, without prompt action from the handler, or is not housebroken, persons may be asked to remove the service animal from the premises.
- d. Vehicles:**
  - Personal motorized vehicles are only permitted on authorized roads. They may not be used on any trails, grass, mulch, or pedestrian paths unless authorized by Life Adventure Center Staff.
  - Under no circumstances should underage participants be allowed to drive any vehicle while at Life Adventure Center.
- e. Outdoor Cooking:**
  - Outdoor cooking in designated areas only.
  - Firewood is provided for an additional cost and upon request.

f. Outside Property:

- Use of walking trails is encouraged, trail maps available upon request.
- No swimming or activity on/in the ponds without the supervision of Life Adventure Center staff.

g. Alcohol/Tobacco/Drugs:

- Life Adventure Center is an alcohol and drug-free property. There are designated smoking areas available – please ask a program staff member for locations.

h. Weapons Policy

- Life Adventure Center is a weapon-free facility. Participants and group leaders will not at any time possess any guns, knives, or other contraband.

i. Miscellaneous:

- Helium Balloons: Must be weighted or securely tied down. Any balloons that “escape” to the ceiling must be removed by our maintenance person because of the height of the ceiling. The charge for balloon removal is \$25.
- Confetti: Confetti of any kind, streamers, glitter or glittered fabrics are not permitted for use in the Assembly Building. Any amount used within the Assembly building will result in a charge of \$75 for extra cleaning services.
- Candles: Decorative candles, potpourri burners, and all open flames are restricted from use within the Assembly Building unless enclosed in a container that does not permit wax to leak/spill on furniture.
- Fireworks: No fireworks shall be permitted at any time.
- Decorations: Please do not attach any decorations, charts, posters, etc. to the walls, doors, or any surfaces that would take the paint or stain off the surface.

By signing, I acknowledge that I have read this contract; I agree to the information, requirements, and policies listed.

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Primary Contact Printed Name: \_\_\_\_\_

Primary Contact Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_



## Agreement for Woodford County Schools - Time Tracking

### Woodford County Schools

330 Pisgah Pike, Versailles, KY, 40383-9214,

Prepared For:

**Lori Jones**

lori.jones@woodford.kyschools.us

Reference: Q-10981

Quote Expiration Date: 04-14-2026

### Red Rover Technologies, LLC

559 W. Uwchlan Ave, Suite 200, Exton, PA 19341

Prepared By:

**Terry Goodlett**

tgoodlett@redroverk12.com

## Pricing\*

Product and Services	Quantity	Annual Fee	One-Time Fee	Total
Annual Subscription - Time Tracking for All Users	1	\$19,200	-	\$19,200
Implementation - Time Tracking	1	-	\$5,500	\$5,500

\*The pricing listed directly above reflects full annual rates and one-time implementation costs. Actual billed amounts may vary due to proration based on your start date. Please refer to the **Billing Schedule** section below for the exact payment amounts and billing timeline.

**Total Annual Subscription: \$19,200**

**Quote Total : \$24,700**

**Subscription year: July - June**

**This order is subject to the terms of the Master Services Agreement attached hereto as Exhibit A.**

<b>Red Rover K12</b>	
Name	Dani OShaughnessey
Title	Sales Team
Email	dani@redroverk12.com
Signature	
Date	

<b>Woodford County Schools</b>	
Name	
Title	
Email	
Signature	
Date	

## Billing Schedule - Direct

Product	Quantity	Duration	Total	Invoice Date	Subscription Start Date	Subscription End Date
Implementation - Time Tracking	1	1	\$5,500	02-01-2026		
Annual Subscription - Time Tracking for All Users	1	1	\$19,200	07-01-2026	07-01-2026	06-30-2027
Annual Subscription - Time Tracking for All Users	1	1	\$19,200	07-01-2027	07-01-2027	06-30-2028
Annual Subscription - Time Tracking for All Users	1	1	\$19,200	07-01-2028	07-01-2028	06-30-2029
Annual Subscription - Time Tracking for All Users	1	1	\$19,200	07-01-2029	07-01-2029	06-30-2030

\*\*This schedule outline may include projected future pricing for up to five years to provide visibility and aid in planning. It does not represent a contractual commitment to a multi-year agreement. Future years are optional and only apply if you choose to renew.

[Click here to download a copy of our W9](#)

## MASTER SERVICES AGREEMENT

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Red Rover Technologies Holdings, LLC ("Red Rover") with an address at 559 W. Uwchlan Ave, Suite 200, Exton, PA 19341 and the customer identified on the Order (as defined below) referencing this Master Services Agreement ("Customer") hereby enter into this Master Services Agreement as of the date of the Order referencing this Master Services Agreement. Red Rover and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties".

The terms and conditions of this Master Services Agreement and any appendices, exhibits or attachments attached hereto and referenced herein (together, the "MSA") set forth the terms and conditions under which the Parties agree that Customer may purchase, and Red Rover will provide, access to the Red Rover software-as-a-service offerings (the "Platform") and any related services (collectively, the "Service"), in return for applicable fees (the "Fees"), in each case as described in any ordering document issued by Red Rover from time to time in accordance with the MSA and signed by the Parties (an "Order"). Each Order referencing the MSA will incorporate the terms of the MSA and constitute the entire agreement between the Parties (hereinafter, the "Agreement") with respect to its subject matter.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for good and valuable consideration, the Parties agree as follows:

1. **Orders.** Orders shall specify the Service being purchased, the quantity, price, applicable dates defining the term of such Order or otherwise, and any other applicable terms. No obligation to furnish or to pay for a subscription to the Service (a "Subscription") arises under the Agreement until there is an Order for the Subscription to the Service, and Customer is not authorized to access or use, and shall not have a right to receive the Service unless expressly set forth in an Order. Unless an Order states otherwise, each Order is independent of each other Order (but each Order is part of and integral to the Agreement). Upon the Effective Date, the Parties shall enter into an initial Order for a Subscription to the Service (the "Initial Order"). Customer may add Authorized Users to the Subscription for the Service, if applicable, or add Supplementary Services at any point during the Term by adding them to the Service and, in such case, Customer is agreeing that it may be billed by Red Rover for them in the next billing cycle.
2. **Service.**
  1. **Service.** Upon full execution of an Order, unless otherwise specified in the Order, subject to the terms of the Agreement, including, without limitation, Customer's payment of any Fees, Red Rover hereby grants to Customer during the Term, the non-exclusive, non-sublicensable, non-transferable and non-assignable (except as set forth in Section 11(B)), right for any Authorized Users (subject to Section 2(B)) to (i) access, display and use the Service as made available to Customer by Red Rover as described in an Order; (ii) receive Support for the Service during the Term in the manner described in the Agreement, and (iii) use any written, printed or electronic materials published or otherwise made available by Red Rover that relate to the functional, operational and/or performance capabilities of any aspect of the Platform, all as may be updated and redistributed to Customer by Red Rover from time to time ("Documentation"), each solely for the internal business or operational purposes of Customer. Customer shall provide the equipment and software (e.g., internet access, third-party software licenses, etc.) required to access the Platform.
  2. **Authorized Users.**
    1. **Definition.** "Authorized User" means (a) Customer's employees, and (b) employees of Customer's consultants and contractors that have a written obligation to Customer in advance with respect to the use of any aspect of the Service or Red Rover Confidential Information that are no less protective of Customer, or restrictive upon such consultant or contractor, than the terms of the Agreement are protective of Red Rover, or restrictive of Customer, with respect to such party's use of the same, (i) who are

authorized by Customer to access and use the Service and any Red Rover Confidential Information under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Service has been purchased hereunder.

2. **General.** Customer acknowledges and agrees that different types of Authorized Users may have differing access and/or usage rights with respect to the Service. Customer will be billed on either a flat-fee or per-employee-per-month ("PEPM") basis, as set forth in the applicable Order. Unless agreed otherwise, for each Renewal Order Term, the Fees payable by Customer on a PEPM basis shall be proportionately increased or decreased in accordance with the actual number of Authorized Users who used the Service during the preceding year. Customer acknowledges and agrees that, if an Order is for multiple years, the foregoing shall still apply, and any increases in the number of Authorized Users will result in payable amounts proportionate to such number. For Customers billed on a flat fee, rather than PEPM, basis, Customer agrees that in the event of significant user volume increases, Customer and Red Rover shall confer in good faith in order to determine an appropriate adjustment to Fees.
3. **Service Administrators.** At all times during the Term, Customer must have an employee or employees that has completed administrator training from Red Rover (a "Service Administrator"). If a Service Administrator ceases to serve as such, Customer shall promptly provide written notice to Red Rover and have another employee obtain Red Rover Service Administrator training (at Red Rover's then current rates for such training) and be designated as a Service Administrator.
4. **Third-Party Authorized Users.** Customer may not sublicense, outsource or otherwise grant access to the Service to any third party, including, without limitation, any third-party vendor, nor may any such third party be an Authorized User, without Red Rover's prior written consent.
5. **User IDs.** Except for Customer's Service Administrators where reasonably necessary for administrative or security purposes, Customer will not allow any user ID for the Platform to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the user ID. Customer will safeguard its user ID and other security data and methods furnished to Customer in connection with the Service and prevent unauthorized access to or use of the Service.
6. **Usernames and Passwords.** Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Service. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Red Rover promptly of any unauthorized use of such usernames and passwords or any other breach of security related to the Platform or the Service known to Customer.
7. **Monitoring of Use.** Customer acknowledges and agrees that Red Rover shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' usage of the Service, including the number of Authorized Users and activity within all Customer accounts to confirm Customer's and its Authorized Users' compliance with the terms of the Agreement.
3. **Use Restrictions.** Customer shall not at any time, directly or indirectly, and shall not cause or permit any Authorized Users or other third party to: (i) copy, modify or create derivative works of the Service or Documentation, in whole or in part (except that Customer may copy the Documentation solely in connection with Customer's use of the Service); (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to any software component of the Service, in

whole or in part; (iv) remove, alter or obscure any proprietary notices in the Service or Documentation; (v) access or use the Service or Documentation for purposes of competitive analysis, the development, provision or use of a competing software service or product, or any other purpose that is to Red Rover's detriment or commercial disadvantage; or (vi) use the Service or Documentation in any manner or for any purpose that infringes upon, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. All rights not expressly granted to Customer are reserved by Red Rover and its licensors, if any.

4. **Support.** Red Rover will provide Service Administrators with remote support in accordance with Red Rover's standard customer support availability Monday through Friday, during Red Rover's normal business hours, unless indicated otherwise in an Order.
5. **Integration.** At its discretion, Red Rover may make available to Customer certain functionalities and/or processes that facilitate Customer's integration of the Service with other third-party software utilized by Customer. Notwithstanding the foregoing, Customer acknowledges that Red Rover does not control third-party software, and therefore Red Rover cannot and does not guarantee that integrations will always be available or operable and if the third-party provider ceases to make the third-party software available for the Service, Red Rover may cease providing such Service features without entitling Customer to any refund, credit or other compensation.
6. **Suspension.** Notwithstanding anything to the contrary in the Agreement, Red Rover may temporarily suspend Customer's and any Authorized User's access to all or any portion of the Service if: (i) Red Rover reasonably suspects or determines that (A) there is a threat or attack on the Platform; (B) Customer's or any Authorized User's use of the Platform disrupts or poses a security risk; (C) Customer or any Authorized User is using the Platform for fraudulent or illegal activities; or (ii) Customer fails to make a timely payment due under the Agreement within five (5) days of Red Rover's written notice to Customer. Red Rover shall use commercially reasonable efforts to provide written notice of any Service suspension to Customer and to provide updates regarding resumption of access to the Service following any Service suspension. Red Rover will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service suspension.
7. **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Red Rover may monitor Customer's use of the Service and collect and compile data and information related to Customer's and its Authorized Users' use of the Service that is compiled by Red Rover in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service ("Aggregated Statistics"). Aggregated Statistics do not constitute Customer Data (as defined in Section 6(A)). As between Red Rover and Customer, all right, title, and interest in and to Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Red Rover. Customer acknowledges that Red Rover may compile Aggregated Statistics based on Customer Data and Customer's and Authorized Users' usage of the Service, which Red Rover may use for purposes including, without limitation, operations management, performance analysis, product improvement, and research and development. Customer agrees that Red Rover may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that Red Rover's use of the Aggregated Statistics does not identify Customer, any Authorized User or Customer's Confidential Information.
8. **Feedback.** If Customer or any Authorized User provides feedback to Red Rover regarding the Service, including but not limited to any suggestions, ideas, enhancement requests, recommendations or other information relating to the Service provided by Customer or

Authorized Users ("Feedback"), Red Rover may use the feedback without restriction or obligation. All feedback is provided "as is" and Red Rover will not publicly identify Customer as the source of feedback without Customer's written consent. Feedback does not constitute Customer Data (as defined in Section 6(A)).

9. **Customer Responsibilities.** Customer is solely responsible for maintaining the security and confidentiality of its systems and access credentials to access and use the Service and is responsible and liable for all uses of the Service resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Service (including without limitation the provisions of Red Rover's privacy policy as can be found at [www.redrover12.com](http://www.redrover12.com) ("Privacy Policy")), and shall cause Authorized Users to comply with such provisions. Customer represents and warrants that Customer has the authority, including providing appropriate disclosures and obtaining all necessary rights and consents, to provide personal information of Authorized Users to Red Rover for purposes of Red Rover's provision of the Service under the Agreement. Customer acknowledges that the Service is not intended for use by students and agrees that Customer shall not provide personally identifiable student data to Red Rover.

### **3. Fees, Invoicing and Payment.**

1. **Order Term Fees and Invoicing.** All Fees and charges shall be set forth in the applicable Order. The subscription fee for the Service will be invoiced to Customer by Red Rover at the commencement of the applicable Initial Order Term and each Renewal Order Term thereafter unless otherwise stated in the Order.
2. **Renewal Order Term Fees and Invoicing.** Unless otherwise stated in the Order, (i) subscriptions for the Service automatically renew each July 1 unless Customer provides a written non-renewal notice to Red Rover within thirty (30) days after the applicable renewal date and (ii) following the Initial Order Term, Red Rover may increase Fees for each Renewal Order Term subject to the following limitations: Red Rover will not increase fees by more than either (a) 5 percent (%) above the amount of the Initial Order Term or the prior Renewal Order Term, as applicable, or (b) the increase in the CPI-U (Consumer Price Index for all Urban Consumers) for the applicable period, whichever is greater.
3. **Payment.** Customer shall pay Red Rover the Fees within thirty (30) days of the invoice date unless otherwise stated in the Order.
4. **Taxes.** All Fees and any other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer unless Customer provides Red Rover with a valid applicable tax exemption certificate.

### **4. Confidentiality.**

1. **Standard of Care.** Each Party ("Receiving Party") acknowledges and agrees that, during the Term, it may be furnished with or otherwise have access to non-public business information, know-how and/or trade secrets in any form, whether written, electronic, oral or otherwise, that relates to and is disclosed by or on behalf of the other Party ("Disclosing Party") or its affiliates, directly or indirectly, to Receiving Party in connection with the Agreement ("Confidential Information"). Receiving Party shall exercise the same degree of care and protection with respect to Confidential Information that it exercises with respect to its own confidential or proprietary information, but in no event shall Receiving Party exercise less than a reasonable standard of care. Receiving Party shall only use, access or disclose

Confidential Information as necessary to fulfill its obligations or exercise its rights under the Agreement. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third-party to access any Confidential Information; provided, however, that: (i) Customer may disclose Red Rover's Confidential Information to Customer's Authorized Users who have a need to know it for the purposes of the Agreement; (ii) Red Rover shall have a right to disclose to its employees, affiliates and contractors who have a need to know it and have entered into terms no less protective of the same than the terms of this Section 4; (iii) the Parties may disclose the terms and conditions of the Agreement to their attorneys, accountants, financial institutions, auditors, regulators and other agents in the ordinary course of business, subject to appropriate professional obligations or written confidentiality agreements, (iv) a Party may disclose Confidential Information in accordance with Section 4(B); and (v) all use of Confidential Information shall be subject to all the restrictions set forth in the Agreement.

2. **Compelled Disclosure.** If Receiving Party is compelled by law to disclose Confidential Information, it shall provide Disclosing Party with prior written notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest it.
3. **Exclusions.** The term "Confidential Information" shall not include any information that is or becomes generally available to the public without breach of any obligation by Receiving Party; was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation by Receiving Party; was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or is received by Receiving Party from a third-party without breach of any obligation owed to Disclosing Party.
4. **Right to Seek Injunction.** If Receiving Party discloses or uses (or threatens to disclose or use) Confidential Information in breach of the Agreement, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

5. **Red Rover Intellectual Property.** As between Customer and Red Rover, Red Rover (and Red Rover's licensors, where applicable) is the exclusive owner of all right, title and interest, including all related intellectual property rights, in and to all aspects of the Service, including without limitation any integrations thereto, and any other Red Rover intellectual property, regardless of any participation or collaboration by Customer in the design, development or implementation of the Service. No title or ownership of intellectual property rights in and to the Service, or any component thereof, is transferred to Customer or any third parties hereunder.

6. **Customer Data; Data Privacy and Security.**

1. **Customer Data.** "Customer Data" means information, data and other content, in any form or medium, that is submitted, posted or otherwise transmitted by or on behalf of Customer or an Authorized User in connection with their use of the Service. For the avoidance of doubt, Customer Data does not include any Aggregated Statistics, Feedback or any other information reflecting the access or use of the Service by or on behalf of Customer or any Authorized User.
2. **Customer Owns Customer Data.** As between Red Rover and Customer, Customer owns all right, title and interest in and to Customer Data, which shall never be deemed to be part of the Service, even if delivered or incorporated therewith. Customer shall have sole responsibility, and Red Rover shall have no responsibility whatsoever for, the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership of Customer Data, and Red Rover shall not review, monitor or check Customer Data except as instructed by Customer in accordance with the Agreement or as otherwise set out in the Agreement and necessary to provide the Service to Customer. Customer hereby grants to Red Rover a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise

use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Red Rover to provide the Service to Customer.

3. **Customer Data Processing.** Red Rover processes Customer Data utilizing administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of Customer Data and will not disclose Customer Data to any third party except (i) to Red Rover's affiliates or contractors who are performing services for Red Rover for Red Rover to provide the Service and are subject to written confidentiality requirements no less protective than those contained in Section 4, (ii) to other third parties as Red Rover deems necessary to provide the Service to Customer, or (iii) as required by applicable law. Notwithstanding the foregoing, Red Rover is responsible for any disclosures of Customer Data by Red Rover's affiliates or contractors, and/or other third parties as referenced above to whom Red Rover discloses or transmits Customer Data. Without limiting Red Rover's applicable obligations under this Section 6(C), Customer acknowledges that Red Rover is not responsible for any Customer Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Red Rover or its affiliates or contractors, including, but not limited to, the Internet and Customer's local network.
4. **Privacy Policy.** In performing the Service, Red Rover will comply with its Privacy Policy, which is available at [www.redroverk12.com](http://www.redroverk12.com) and incorporated into the Agreement by reference. The Red Rover Privacy Policy is subject to change at Red Rover's discretion; however, Red Rover privacy policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Order Term.

## 7. Term and Termination.

1. **Agreement Term.** Unless otherwise terminated as provided herein, the Agreement shall commence on the Effective Date and continue until the expiration of all Orders that the Parties have executed (the "Term").
2. **Order Term.** For purposes of the Agreement, with respect to any Order the period from the Order start date until the immediately subsequent July 1 (the "Initial Order Term") shall be deemed to be the first "year" of the Agreement, regardless of whether such period is equal to or less than three hundred sixty-five (365) days. Unless otherwise specified in an Order, each Order (and any license or subscription rights granted therein) shall commence upon the applicable Order start date and, unless Customer provides a written non-renewal notice to Red Rover not less than thirty (30) days after the immediately subsequent July 1, shall automatically renew each July 1 for one (1)-year renewal terms (any such renewal period shall be referred to collectively as the "Renewal Order Term") (together, the Initial Order Term and each Renewal Order Term shall be referred to as the "Order Term"). Except as specifically set forth in Sections 7(C), (D) or (E) below, Customer may not terminate an Order at any time in the middle of the Order Term.
3. **Termination for Cause.** In addition to any other express termination right set forth in the Agreement: (i) Red Rover may terminate the Agreement and/or any applicable Order upon written notice to Customer if Customer fails to pay any undisputed amount when due hereunder and such failure continues for a period of ten (10) days after Red Rover's delivery of written notice thereof; or (ii) either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party breaches the Agreement, and such breach is incapable of cure or, being capable of cure, remains uncured to the reasonable satisfaction of the non-breaching Party thirty (30) days after delivery of such notice.
4. **Termination for Insolvency.** Either Party may terminate the Agreement and/or any applicable Order by written notice to the other Party if (i) the other Party takes any step or action in connection with its entering administration, provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring or reorganization), being wound up (whether voluntary or by order of the court unless for the

purpose of a solvent restructuring or reorganization), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or substantially all of its business or operations.

5. **Termination for Non-Appropriation.** In the event that Customer is a public school district or similar public entity for which any payment obligation is dependent upon necessary funds being appropriated, budgeted and otherwise made available to Customer for payment of Fees pursuant to applicable laws and regulations, and funds are not made available for such purpose, Customer may terminate the Agreement upon written notice to Red Rover, in which case Red Rover shall not be obligated to refund any prepaid Fees, but Customer shall not be obligated to pay any future Fees under any Order terminated in accordance with this Section 7(E).
6. **Responsibility of the Parties Upon Termination of Agreement.** Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Service. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund, except to the extent set forth in Section 7(E).
7. **Customer Data Upon Termination.** Red Rover shall store and retain Customer Data for a period of two (2) years after the expiration or termination of the Agreement unless otherwise required by applicable law. Red Rover shall make Customer Data available in a reasonable format of its choosing upon receipt of a written request from the Customer subject to a fee.

## 8. **Limited Warranties; Disclaimers.**

### 1. **Red Rover Warranties.**

1. **Limited Warranty.** Red Rover warrants that the Platform will perform substantially in accordance with the specifications set forth in the then-current Documentation and that the Service shall be performed in a good, professional and commercially reasonable manner and it will use individuals with the requisite level of skill and expertise in order to do so. If Customer discovers that any functionality in the Platform fails to conform to the limited warranty provided in this Section 8(A)(i), Customer shall give Red Rover written notice of such nonconformity promptly after discovery and in any event, no later than thirty (30) days after delivery of the Service or any component thereof to Customer.
2. **Remedy.** Customer's sole remedy for any breach by Red Rover of the warranty provided in Section 8(A)(i) shall be to use reasonable efforts to repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support, at Red Rover's expense, as described herein, or re-perform any Service, as applicable, and if Red Rover cannot repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support for the Service within a reasonable period of time, or re-perform the Service in a manner that meets with the limited warranty within a commercially reasonable period of time, as applicable, Red Rover, at its option, may terminate the Agreement and give Customer a refund for the period during which the functionality failed to meet the warranty or a refund for the period during which the Service failed to meet the warranty, as applicable, and reimburse Customer for any pre-paid amounts paid by Customer for the remainder of the Order Term.
3. **Exceptions.** Notwithstanding the above, warranty coverage shall not extend to circumstances in which any failure is the result of the following: (a) Customer is in default or breach of any of its obligations under the Agreement, or (b) any non-

conformance of the Service due to (1) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Red Rover; (2) Customer's negligence, abuse, misapplication or misuse of the Service (including the Customer's failure to operate it in accordance with the Documentation); (3) any repairs, modifications, configurations, customizations or rules set by persons other than Red Rover (i.e., where the issue is determined to be caused by such party); (4) Customer Data; (5) any malicious action on the part of Customer or any third party that gains unauthorized access to the servers and/or workstations of Red Rover's or Customer's devices, including, but not limited to, malware, computer viruses, computer hacking or other compromising of operating system, applications or system data; or (6) any other fault or failure that is not due to a fault or failure of the Service to conform to the warranty that the Service will perform substantially in accordance with the specifications set forth in the then-current Documentation.

2. **Red Rover Warranty Disclaimers.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, THE SERVICE IS PROVIDED "AS IS" AND RED ROVER AND ITS AFFILIATES MAKE NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITH RESPECT TO QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, RED ROVER AND ITS AFFILIATES DO NOT WARRANT THAT THE SERVICE WILL: (I) BE SUITABLE FOR THE PURPOSES OF CUSTOMER OR ITS USERS OR WILL ACHIEVE ANY INTENDED RESULT; (II) OPERATE IN ANY HARDWARE AND SOFTWARE COMBINATIONS OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS; (III) BE COMPLETELY SECURE, ACCURATE, COMPLETE OR FREE OF HARMFUL CODE OR DISABLING CODE; OR (IV) BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PERFORMANCE.
3. **Customer Warranties.** Customer represents and warrants that: (i) Customer owns all right, title, and interest in and to, or otherwise has obtained all rights, consents, permissions or licenses necessary to grant the use of Customer Data and to otherwise allow the Service access to, or possession, manipulation, processing or use of, Customer Data and any other materials in the manner in which it is doing so, including, without limitation, use of the same with the Service; and (ii) Customer Data will not infringe upon a third party's intellectual property rights.

#### 9. **Limitations on Liability.**

1. This Section 9 sets out the entire financial liability of Red Rover (including any liability for the acts or omissions of Red Rover's affiliates, contractors and licensors) to Customer or its employees, agents, contractors or any third party acting on Customer's behalf arising under or in connection with the Agreement or the Service. Except as expressly provided in the Agreement, Customer agrees that it assumes sole responsibility for results, outputs and values obtained from the use of the Service by Customer and for conclusions drawn from such use. Red Rover shall have no liability for any damage caused by errors or omissions in any information, content, instructions or scripts provided to it by or on behalf of Customer in connection with the Service or any actions taken by Red Rover at Customer's direction.
2. **No Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED ROVER HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR LOSS OF CORRUPTION OF DATA OR PURE ECONOMIC LOSS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, LOSS, COSTS, CHARGES OR EXPENSES, HOWEVER ARISING UNDER THE AGREEMENT, WHETHER AN

ACTION IS IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. **Maximum Aggregate Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RED ROVER'S AGGREGATE LIABILITY ARISING OUT OF THE AGREEMENT IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RED ROVER FOR THE SPECIFIC ORDER UNDERLYING ANY CLAIM BROUGHT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.
4. **Independent Allocations of Risk.** EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY RED ROVER TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE AGREEMENT.

#### **10. Indemnification.**

1. **By Red Rover.** Red Rover shall indemnify, defend and hold harmless Customer and its directors, officers, members, managers, employees and representatives (each a "**Customer Indemnitee**") from and against any and all losses or other liabilities incurred by any Company Indemnitee resulting from any demand, claim, suit or action by a third party (an "**Action**") alleging that the Service infringes or misappropriates such third party's U.S. patents, copyrights or trade secrets. This Section 10(A) does not apply to the extent that the alleged infringement or misappropriation arises from: (i) Customer or third-party materials, including Customer Data; (ii) negligence, abuse, misapplication or misuse of the Service by or on behalf of Customer; (iii) use of the Service by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement or in any manner contrary to Red Rover's instructions; or (iv) events or circumstances outside of Red Rover's reasonable control (including any third party hardware, software, or system bugs, defects, or malfunctions). This Section 10(A) sets forth Customer's sole remedy and Red Rover's sole liability and obligation for any actual or alleged claims that the Service infringes or misappropriates the intellectual property rights of any third party.
2. **By Customer.** To the maximum extent permitted by applicable law, Customer shall indemnify, defend and hold harmless Red Rover and its directors, officers, members, managers, employees and representatives (each a "**RR Indemnitee**") from and against any and all losses or other liabilities incurred by any RR Indemnitee resulting from any Action alleging that that use of Customer Data infringes the rights of, or has caused harm to, a third-party or any claim to the extent caused by the Service's access to, or possession, manipulation, processing or use of the Customer Data as necessary to provide the Service to Customer.

#### **11. General.**

1. **Governing Law; Jurisdiction.** The validity, interpretation and performance of, and any dispute arising under, this Agreement shall be governed by the laws of the state where Customer is located, without reference to the choice of law provisions of any jurisdiction. Red Rover and Customer each hereby (i) agrees that any legal proceeding arising out of or relating to the Agreement shall be instituted in the federal and state courts located in the county and state where Client is located and (ii) consents to the personal and exclusive jurisdiction of such courts, provided that either party may seek injunctive and other equitable relief in any court of competent jurisdiction.

2. **Assignment.** Neither Party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other Party's prior written approval (not to be unreasonably withheld); provided, however, Red Rover may assign the Agreement without consent to (i) a parent or subsidiary, or (ii) in connection with a merger, acquisition, corporate reorganization, change in control, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section 11(B) shall be void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
3. **Authorized Use.** During the Term, Red Rover may publicize the fact that Customer has engaged in the authorized use of the Service and Red Rover may use Customer's name and brand image or trademark according to Customer's published guidelines for such use, but Red Rover will not state or imply that Customer endorses or recommends the Service unless authorized by Customer to do so.
4. **Construction and Interpretation.** The Agreement may be executed and delivered by manual or electronic signature in one or more counterparts, each of which will be deemed to be an original copy of the Agreement and all of which, when taken together, will be deemed to constitute one and the same document. The Parties agree that the Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party.
5. **Entire Agreement; No Pre-Printed Forms.** The Agreement comprises the entire agreement between Customer and Red Rover and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. Any purchase made under the Agreement is not dependent on the delivery of any future functionality or feature of the Service or any oral or written public comments by Red Rover regarding any future functionality or feature of the Service. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Agreement.
6. **Notice.** Any notice delivered pursuant to the Agreement shall be in writing and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the US mail, registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a national overnight courier; in each case addressed to the addresses provided on the applicable Order, or to such other address as may be specified by either Party hereto upon notice given to the other in accordance with this Section.
7. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in the performance of its obligations for any cause that is beyond the reasonable control of such Party, including, without limitation, acts of God, shortages of supplies, labor or materials, strikes and other labor disputes, storms, floods, acts of war or terrorism, failure of third-party hardware, software, services or networks, failure of service providers, utility blackouts or brownouts, failure of telecommunications or the internet, pandemics and actions by a governmental authority (such as changes in government codes, ordinances, laws, rules, regulations, or restrictions) provided that such Party promptly notifies the other Party of the expected duration of such event.
8. **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both Parties.
9. **No Waiver of Rights.** No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**10. Severability.** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

**11. Survival.** The Parties acknowledge that certain provisions of the Agreement, by their nature and content, are intended to survive and remain in effect beyond the termination or expiration of the Agreement. Without limiting the generality of the foregoing, any provision that: (i) relates to confidentiality; (ii) concerns indemnification, limitation of liability, or allocation of risk; (iii) addresses dispute resolution, governing law, or jurisdiction; (iv) involves payment obligations that accrued prior to termination; (v) relates to intellectual property rights, ownership, or licensing; or (vi) by its express terms or reasonable implication is intended to survive termination, shall survive the termination or expiration of the Agreement and remain binding upon the Parties and their respective successors and permitted assigns.

**12. WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**13. Relationship of the Parties.** No joint venture, partnership, employment or agency relationship exists between Customer and Red Rover as a result of the Agreement or use of the Service.

**14. Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement, and the Agreement does not confer any rights on any person or party other than the Parties (and, where applicable, their successors and permitted assigns).