

Software Services Renewal Agreement

This Software Services Renewal Agreement ("Agreement") is entered into by and between: TransAct Communications, LLC. ("Provider", "we" or "our") and Fayette County Schools ("Customer"). This Agreement has a subscription period of 05 / 01 / 2026 to 04 / 30 / 2027.

Overview

This Agreement governs your use of the websites (collectively and individually, the "Site") and related products and services, mobile applications, or any content or information provided as part of the Site or otherwise pursuant to this Agreement (the "Services"), which are owned or operated by Provider

Name	Price	QTY	Subtotal
EZRouting: Renewal 5/1/2026 - 4/30/2027 Invoice 1 - Invoiced upon processing	\$32,394.00	1	\$32,394.00
Travel Tracker Trips: Renewal 5/1/2026 - 4/30/2027 Invoice 1 - Invoiced upon processing	\$10,800.00	1	\$10,800.00
EZRouting Unlimited Texting: PRORATED Renewal 9/1/2026 - 4/30/2027 Invoice 2 - Invoiced effective 9/1/2026	\$14,368.00	1	\$14,368.00
(300 Tablets) SafeDriver360 Subscription: PRORATED Renewal 9/1/2026 - 4/30/2027 Invoice 2 - Invoiced effective 9/1/2026	\$114,072.00	1	\$114,072.00

Total \$171,634.00

Plus Sales Tax As Applicable	TBD
Renewal Subscription	\$171,634.00

Each party agrees to the terms and conditions contained in the Agreement

Name: Daryn Morris Title: Director of Transportation
 District/Company: Fayette County Schools
 Address: 701 E Main St

Software Services Renewal Agreement

City: Lexington State: Kentucky Zip: 40511
Email: daryn.morris@fayette.kyschools.us

Daryn Morris 03/05/2026

Signature:

Date:



Term

The term of the Agreement shall be one (1) year. After this term, this Agreement and the corresponding subscription for the applicable Services shall automatically renew for additional, consecutive one (1) year renewal terms unless either party provides at least 30 days advance written notice of its intent not to renew or this Agreement is otherwise terminated earlier in accordance with its terms.

Renewal Invoices

Renewal invoices will be e-mailed approximately sixty (60) days prior to due date to Customer's last known e-mail address (Customer is responsible for providing Company with any updates of its mailing address for these purposes). Payment is due before start of the next subscription period. Company will give a 10 day grace period from "payment due" date, before access will be restricted.

License Grant

Subject to your compliance with the Agreement, Provider grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Site and Services over the Internet to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof.

Privacy Policy

Our privacy policy, available at <https://pathwisek12.com/privacy-policy/>, is incorporated by reference into this Agreement. Please read this Agreement and the privacy policy before you access the Services, as this Agreement forms a binding legal agreement between you and Provider.

Security

You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data. Access to our Services and to certain online activities may involve the use of identification numbers, passwords, or other individualized nonpublic information ("Private Documentation"). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to Provider any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords.

Service Information Errors

Although Provider strives at all times to maintain the accuracy of information maintained or made available through the Services, including service details, occasionally information errors may occur on the Services. Some information made available through the Services is obtained or compiled from publicly available sources, including state and federal government sources, that we believe to be reliable, but the accuracy of which we ultimately do not have any control over and for which Provider disclaims any responsibility.

Software Services Renewal Agreement

Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, or sent by certified or registered U.S. mail or nationally-recognized express courier, return receipt requested. If to Provider, at the following address:

TransAct Communications, LLC
19217 36th Ave W, Suite 213
Lynnwood, WA 98036-6397

Remittance Address
Attn: Accounting
PO Box 713652
Chicago, IL 60677-0431

Unless directed otherwise in writing by Customer, Provider shall send all notices to Customer to Customer's billing address or last registered email address.

Incorporation of Terms

This Agreement incorporates and is governed by the Terms of Use available at <https://pathwise12.com/terms-of-use/>

Software Services Agreement

Subject to your compliance with the Agreement, Provider grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Site and Services over the Internet to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof.

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You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data. Access to our Services and to certain online activities may involve the use of identification numbers, passwords, or other individualized nonpublic information ("Private Documentation"). You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to Provider any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords.

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Attn: Accounting

5105 200th Street SW, Suite 200

Lynnwood, WA 98036-6397

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Address: 701 E Main St City: Lexington State: Kentucky Zip: 40511
Email: daryn.morris@fayette.kyschools.us

Software Services Agreement

Signature:

Date:



Caryn Morris

04/29/2025

