



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

ISSUE PAPER

DATE: April 7, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Infinite Campus End User License Agreement and Terms of Use for Online Registration Prime.

APPLICABLE BOARD POLICY:

09.12 Admissions and Attendance

HISTORY/BACKGROUND:

At the January 5, 2026 Board of Education meeting, Board approval was granted for the district to transition to and purchase the Online Registration Prime (Premium Product) through Infinite Campus. At the time of the original approval, no End User Agreement and Terms of Use had been provided. An updated final cost for the 2026-27 school year has been provided (previously \$28,036).

FISCAL/BUDGETARY IMPACT:

\$2 per student fee recurring annually. Initial year cost of \$27,292.00.

RECOMMENDATION:

Approve the Infinite Campus End User License Agreement and Terms of Use for Online Registration Prime.

CONTACT PERSON:

Todd Dupin, DPP



Principal/Administrator



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.



the Tech in EdTech™

Order and Pricing Schedule for Kenton County School District - KY

Prepared For Todd Dupin Kenton County School District Director of Pupil Personnel P: +18598244421 geoffrey.dupin@kenton.kyschools.us	Prepared By Kent Willette Inside Sales Representative kent.willette@infinitecampus.com	Prepared On March 27, 2026	Service Start Date July 1, 2026
		Initial Term 12 Months	

Premium Products Licensing and Support

Item	Quantity	Net Price	Initial Term Prorated Price	Annual Recurring Fees
OLR Prime	13,646	\$2.00 Annual Per Student	\$27,292.00	\$27,292.00
TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT			\$27,292.00	\$27,292.00

INFINITE CAMPUS TOTALS

Initial Term Total:	\$27,292.00
Annual Recurring Total:	\$27,292.00

By:
Name:
Its:
Date:



INFINITE CAMPUS END USER LICENSE AGREEMENT

For Additional Products in the Commonwealth of Kentucky

This Infinite Campus End User License Agreement ("**Agreement**") is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 ("**Company**") and Kenton County School District, with offices located at 2044 Tuscanview Dr. Covington, KY 41017 ("**Client**").

RECITALS

- A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the "**Infinite Campus Product**"), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the "**Infinite Campus Additional Products**");
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Additional Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "**Infinite Campus Services**");
- C. Infinite Campus and the Commonwealth of Kentucky have entered in to an agreement (Solicitation # S-06137527), incorporated by reference, which allows Infinite Campus to sell, and districts to purchase, "add-on" components to the base system at a price predetermined by the agreement between the parties.
- D. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Additional Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation ("Documentation") identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Additional Terms and Conditions. In addition to the terms of this Agreement, the license granted under Section 1.1 above, shall be subject to the terms and conditions of all Exhibits attached hereto and incorporated herein as well as relevant sections of Solicitation # S-06137527.

2.0 Ownership and Protection of Infinite Campus Additional Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source

code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Additional Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.2 Protection of Infinite Campus Additional Products and Documentation. Licensee shall not allow, and shall not allow any third party to:

2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Additional Products or the Documentation, or any portion thereof;

2.2.b identify or discover any source code of the Infinite Campus Products;

2.2.c distribute, sell or sublicense copies of the Infinite Campus Additional Products or the Documentation or any portion thereof;

2.2.d create copies of the Infinite Campus Additional Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or

2.2.e incorporate any portion of Infinite Campus Additional Products into or with any other Infinite Campus Additional Products or other products, or create any derivative works of the Infinite Campus Additional Products or Documentation.

2.3 Confidentiality. Licensee agrees that the Infinite Campus Additional Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Additional Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 **Payment**

3.1 Payment Terms. Licensee shall pay Company the Fees as provided in the Order and Pricing Schedule(s) attached heretofore and in accordance with Solicitation # S-06137527.

3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 **Indemnification; Warranties**

4.1 Indemnifications

4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold

harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS ADDITIONAL PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

- 4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Additional Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.
- 4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Additional Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- 4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS ADDITIONAL PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.

6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;

6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination. Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Additional Products and shall return to Company the Infinite Campus Additional Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Additional Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's

failure to comply with the provisions of this Agreement.

- 6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.
- 6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

8.0 General Terms and Conditions

- 8.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Kentucky, U.S.A, without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 8.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 8.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

8.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement, or as may be provided by the parties.

Infinite Campus, Inc.

Kenton County School District

Sales Contracts Management

4321 109th Ave NE
Blaine, MN 55449-679

2044 Tuscanview Dr.
Covington, KY 41017

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

8.8 Applicable Law. Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

8.9 Export Rules. Licensee agrees that the Infinite Campus Additional Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Additional Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Additional Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.9.

8.10 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true

and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.


8.11 Purchase of Online Registration. If Licensee has chosen Online Registration Prime, then following terms apply:

By agreeing to purchase Online Registration, Licensee is also agreeing to use Infinite Campus Digital Repository Services whose terms are governed by the terms and conditions linked here: [Digital Repository Services: Terms of Service](#)

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

Kenton County School District

By: 
Stephanie Svoboda (Mar 27, 2026 12:38:44 CDT)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

Its:

Billing Contact Name:

Billing Contact Email:



**AMENDMENT TO INFINITE CAMPUS
END USER LICENSE AGREEMENT**

This Amendment to the Infinite Campus End User License Agreement (the "Amendment"), is made between Infinite Campus, Inc. ("Infinite Campus") and Kenton County School District ("Licensee") and amends the agreement between the same parties titled End User License Agreement, executed concurrently.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Amendment to Section 3.1 The first paragraph of Section 3.1 is hereby deleted in its entirety and is replaced with the following:

3.1 Payment Terms. Licensee, or the Kentucky Department of Education, must pay Infinite Campus the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees, attached hereto and in accordance with Solicitation # S-06137527. Licensee must pay any third-party fees directly to the specified third party.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representative of Infinite Campus and Licensee, and shall be effective as of the date of the End User License Agreement.

Infinite Campus, Inc.

Licensee

By: Stephanie Svoboda
Stephanie Svoboda (Mar 27, 2026 12:38:44 CDT)

By:

Name: Stephanie Svoboda

Name:

Its: Authorized Signer

Its:



Infinite Campus Terms of Use

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THE INFINITE CAMPUS SERVICES. THESE TERMS CONSTITUTE A LEGAL AGREEMENT.

These terms ("Terms") govern your access to and use of the following Infinite Campus, Inc. ("we," "our," or "Infinite Campus") services:

- Campus Digital Repository ("CDR");
- Campus Community; and
- Infinite Campus Websites.

Individually, these are each referred to as a "Service" and collectively the "Services."

Please note, these Terms do not alter your Infinite Campus End User License Agreement ("EULA"), and in the event of a conflict, your EULA will control. Use of the Services is also subject to the Infinite Campus [Privacy Policy](#). Use of the Services provided is optional, and these terms help prevent the potential for misuse.

By using any of the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Services.

Changes to the Terms of Use

We may revise and update these Terms from time to time, in our sole discretion. All changes are effective immediately when we post them.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Your Content

By using our Services, you may provide us with information, files, folders, and other content that you submit to the Service (collectively "your content"). You retain full ownership to your content. These Terms do not grant us any rights to your content or intellectual property except for the limited rights that are needed to run the Services, as explained below.

We may need your permission to do things you ask us to do with your content, for example, hosting your files, or sharing them at your direction. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer the Service, for example, how we backup data to keep it safe,



or how we analyze usage of your content. You give us the permissions we need to do those things necessary solely to provide the Service. This permission also extends to trusted third parties we work with, solely to provide the Service. For example, you give us permission to use a third-party hosting provider that we may choose to use to provide primary, additional, or redundant storage space in conjunction with the Service.

To be clear, aside from the rare exceptions we identify in our [Privacy Policy](#), no matter how the Service changes, we won't share your content with others, for any purpose, except as stated herein, unless you direct us to, or unless we are ordered to by a court. How we collect and use your information is also explained in our [Privacy Policy](#). And, we'll always follow applicable laws governing online privacy of student data, including the Family Educational Right to Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and other applicable state and federal laws. Nothing in this agreement is to be construed to waive the rights afforded and responsibilities of those laws.

You are solely responsible for your conduct, the content of your files, and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

We may choose to review public or shared content for compliance with our guidelines, but you acknowledge that Infinite Campus has no obligation to monitor any information or content on the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Services.

We restrict the uploading of certain executable files and other similar file types that can be used in system exploits (such as files with .jsp, .xsl, .dll extensions). A list of all disallowed file types can be found on [Campus Community](#). Changing the file extension to circumvent the file type restrictions is strictly prohibited and doing so may result in your immediate suspension from the Services.

Sharing Your Content

The Services may provide features that allow you to share your content with others, or to make it public. There are many things that users may do with that content (such as modifying it or re-sharing it). Please consider carefully what you choose to share or make public.

Your Responsibilities

Files and other content in the Services may be protected by the intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not Infinite Campus, will be fully responsible and liable for what you copy, share,



upload, download, or otherwise use while using the Service. You must not upload spyware or any other malicious software to the Services.

You, and not Infinite Campus, are responsible for maintaining your content. Infinite Campus will not be liable for any loss or corruption of your content, or for any costs or expenses associated with backing up or restoring any of your content, so make sure you keep a separate backup copy of your content. We do, however, want you to be a happy user of the Service, and as such we will do everything commercially reasonable to see that your content is there for you when you need it.

Acceptable Use

You agree not to misuse the Services. For example, you must not, and must not attempt to, use the Services to do the following things:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, Infinite Campus (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, or other part of the Services, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services, including conducting a denial-of-service attack or a distributed denial-of-service attack;
- plant malware or otherwise use the Services to distribute malware;
- access, use, or search the Services by any means other than our publicly supported interfaces (for example, scraping or using the content to train artificial intelligence software);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";
- publish anything that is fraudulent, misleading, or infringes another's rights;
- impersonate or misrepresent your affiliation with any person or entity;
- publish or share materials that are unlawfully pornographic or indecent, or that advocate bigotry, religious, racial, or ethnic hatred; or
- violate the law in any way, or to violate the privacy of others, or to defame others.

Account Security

You are responsible for any activity using your account. You are responsible for safeguarding the password that you use to access the Service and you agree not to disclose your password to any third party. You should immediately notify Infinite Campus of any unauthorized use of your account.



Infinite Campus Property

These terms do not grant you any right, title, or interest in the Services or the content in the Services. The software and other technology we use to provide the Services are protected by copyrights, trademarks, and other laws of the United States. These Terms do not grant you any rights to use the Infinite Campus trademarks, logos, domain names, or other brand features.

Copyrights in your Content

Infinite Campus respects the intellectual property rights of others and asks that you do as well. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported using our [DMCA Process](https://www.infinitecampus.com/terms/reporting-claims-of-copyright-infringement) (<https://www.infinitecampus.com/terms/reporting-claims-of-copyright-infringement>). We reserve the right to delete or disable content and to terminate access for users, including repeat infringers.

Other Content

The Services may contain links to third-party websites or resources. Infinite Campus does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

Termination

You can stop using the Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or if you use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend your account immediately.

The Services are Available "AS-IS"

Although we want to provide great Services, there are certain things about the Services we can't promise. For example, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Infinite Campus shall have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Service.



Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL INFINITE CAMPUS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT INFINITE CAMPUS HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE MORE THAN THE GREATER OF \$20 OR THE AMOUNTS PAID BY YOU TO INFINITE CAMPUS FOR THE PAST MONTH FOR THE SPECIFIC SERVICE.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD US AND OUR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Miscellaneous Legal Terms

Specific terms present in your Infinite Campus EULA also apply to this Services. These terms are the ability to assign agreements, the governing law, amendments, waivers, severability, headings and construction, force majeure, notices, applicable law, and export rules. These terms are incorporated by reference. This way, if you have special terms and conditions that we agreed to before, they also apply.