



Order Form

Date: 3/20/2026

Expires: 3/31/2026

Apptegy, Inc.

2201 Brookwood Dr, Ste 115

Little Rock, AR 72202

Client Name: Jefferson County Public Schools, KY ("Client")

Attn:

Address: 3332 Newburg Road, Louisville, KY 40223

Order Summary

Client Start Date: 7/1/2026

End Date: 6/30/2027

Contract Term: 12 months

Payment Terms: Net 30

Billing Frequency: Annual

Reference #:

Subscriptions

Name	Start Date	End Date	Term (mo)	List Price	Total
Foundations Subscription <i>Previously Thrillshare Media & Alerts</i> <i>Includes: Publishing platform (desktop and mobile), mass communications - text, voice, and email alerts, 1 web re-design per contract year, support and service.</i>	7/1/2026	6/30/2027	12	\$336,937.50	\$336,937.50
Engagement Suite Subscription <i>Previously Rooms</i> <i>Includes: Secure, two-way messaging for teacher, students, and guardians with auto-translation, announcements, AI moderation, documents, behavior, support and service.</i>	7/1/2026	6/30/2027	12	\$288,000.00	\$288,000.00
One-time Engagement Suite Renewal Credit	7/1/2026	6/30/2027	12	(\$288,000.00)	(\$288,000.00)
Total Subscription Fees, Net of Renewal Credit					\$336,937.50



Payment Schedule

Payment Schedule	Amount
Total of the above, collectively, the “ Services ”	\$336,937.50
July 2026, net of credit	\$336,937.50

Additional Terms:

- **One-Time Credit:** This Order Form includes a one-time, non-recurring credit applicable exclusively to the subscription term and does not apply to any subsequent renewal periods.

Signatures

By signing below, Client agrees to purchase the Services described in this Order Form and acknowledges that this Order Form is governed by and incorporates by reference the Apptegy Master Services Agreement available at <https://www.apptegy.com/msa/usa> (“MSA”). This Order Form, together with the MSA and any Apptegy-provided addenda or other documents referenced or attached, forms the complete agreement between Apptegy and Client (the “Agreement”) and is effective as of the date of Client’s signature below. By signing, the client agrees to be bound by the terms of the Agreement.

Client

By:

Name:

Title:

Date:

Apptegy, Inc.

By:

Name:

Title:

Date:

APPTEGY, INC.

MASTER SERVICES AGREEMENT

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT (INCLUDING AND INCORPORATING ANY PRICING AND/OR PAYMENT SCHEDULES INCLUDED THEREIN, THE “**ORDER FORM**,” AND TOGETHER WITH THIS MASTER SERVICES AGREEMENT, THIS “**AGREEMENT**”), YOU AGREE YOU HAVE READ AND ARE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND IT TO THIS AGREEMENT, IN WHICH CASE THE TERM CLIENT WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

This Agreement, by and between Apptegy, Inc. (together with its affiliates, agents, and assigns, “**Apptegy**”) and the entity set forth on the Order Form (“**Client**”), is effective as of the date set forth in the Order Form. This Agreement provides the terms and conditions that govern Client’s purchase and use of Apptegy’s Services. Capitalized terms used in this Agreement but not expressly defined when first referenced will have the meanings ascribed to them later in this Agreement, or if not defined herein, the meanings set forth in the Order Form.

1. Integration with Other Documents. For clarity, this Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties (including any pre-printed or standard terms contained on purchase orders, or other standard purchasing forms, which shall have no force or effect) unless expressly referenced in this Agreement or modified in the Order Form. The Order Form may modify specific terms of this Agreement, and those modifications will control and govern with respect to the matters expressly addressed in the Order Form. In all other respects, this Agreement will control and govern. Any amendment, modification, or addition to the terms and conditions of this Agreement must be set out in writing and confirmed in the Order Form.

2. Services; Subscription. During the Subscription Term, Apptegy will provide a right to access and use the products and services set out in the Order Form (collectively, “**Services**”) to Client and the individuals allowed by Client to access the Services by or on its behalf (“**User(s)**”). Apptegy hereby grants Client a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Service during the Subscription Term solely for Client’s internal business or educational purposes, subject to the terms and conditions of this Agreement.

3. Restrictions and Responsibilities. Client will not use the Services for any purpose other than as expressly set forth herein or its Order Form. Client will not, and will not permit any User to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services; (b) modify, translate, or create derivative works based on the Services; (c) copy, rent, lease, distribute, assign, otherwise

transfer, or place any lien, security interest, or other encumbrance on the Services; (d) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the Services or the related systems, hardware or networks or any content or technology incorporated in the foregoing; (e) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) remove any proprietary notices or labels; (g) use the Services to transmit spam or malicious code; engage in harassment, abuse, or other harmful conduct; send commercial, political, or campaign-related messages; or post or transmit any unlawful, infringing, libelous, deceptive, or obscene material; or (h) otherwise use the Services in violation of this Agreement.

If Client purchases and/or uses the mass communication features of the Services, Client acknowledges and agrees that such notification and/or alerts functionality are provided only as non-emergency tools and are not intended to be and cannot be used as a substitute for emergency communication methods (for example: contacting law enforcement and emergency responders or providing notice of an emergency). Traditional emergency communications should be completed before using the Services in any such event. Client is solely responsible and liable for the use of these features and the completeness, timeliness, reliability, accuracy, omission, and decision-making with respect to all such notifications and/or alerts content.

Client will be responsible for obtaining and maintaining any equipment and ancillary services needed to access or use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers and the like. Client will also be responsible for maintaining the confidentiality of Client’s usernames, passwords, and account details, and for all activity under its account. Client agrees not to



disclose such usernames and passwords to any third parties (other than employees of Client). Client will inform Apptegy immediately if it discovers that any such username and/or password has been disclosed or made available to a third party, or that any unauthorized third party is otherwise accessing or using the Services.

Without limiting any other rights or remedies set forth herein or available pursuant to law, Apptegy may suspend, terminate, or choose not to provide all or any part of the Services immediately and without liability if: (i) Client is in breach of this Agreement; (ii) Apptegy reasonably determines that Client's use of the Services may disrupt Apptegy's systems or the use of the Services by other clients, pose a security risk, or violate applicable law; (iii) such action is necessary to protect the rights, property, or safety of Apptegy, its clients and Users, or the public; or (iv) suspension is required to comply with legal or regulatory obligations.

4. License to Client Data. To the extent permitted and/or allowed by applicable law, Client grants Apptegy a non-exclusive, royalty-free, fully paid up, non-sublicensable (except to contractors and consultants performing services on behalf of Apptegy), non-transferable (subject to Section 21) right and license to copy, distribute, display, create derivative works of and otherwise use the data and information submitted, transmitted or uploaded by Client via the Services (the "**Client Data**") to (a) provide the Services and otherwise perform Apptegy's obligations under this Agreement, (b) improve and develop Apptegy's products and services, and (c) create deidentified data ("**Deidentified Data**"), which will not identify Client or any individuals associated therewith. For the avoidance of doubt, Deidentified Data is not Client Data.

5. Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality, or other feedback ("**Feedback**") to Apptegy with respect to the Services. Apptegy will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Client hereby grants to Apptegy a royalty-free, fully paid up, worldwide, transferable, sublicensable (through multiple tiers), irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback, and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback. Client acknowledges and agrees that Feedback is not Confidential Information or Client Data.

6. Fees. Client will pay all fees set out in the Order Form. Apptegy will invoice Client for all fees due upon execution of the Order

Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within thirty (30) days of the date of the invoice, unless applicable procurement law requires a longer payment period and such terms are in the Order Form. Client agrees that (i) one-time fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the Subscription Term as set out in the Order Form, (iii) fees for use of the Services are subject to annual price increases upon renewal as set out in the Order Form or as communicated by Apptegy to Client in writing at least sixty (60) days prior to the end of the then-current Subscription Term, in which case the renewal price will reflect the amount set out in such notice, (iv) any discounts in the Order Form do not apply to subsequent renewal periods, and (v) any discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Fees for Services do not include taxes, duties, and other government charges (e.g., sales, use, VAT, or HST/GST and other withholding if applicable) and Client is solely responsible for these obligations, unless Client is a tax exempt entity. Client agrees to provide Apptegy with tax exemption certificate(s) or other proof of tax exempt status upon request.

7. Subscription Term; Effects of Termination. The "**Subscription Term**," during which Client may access and use the Services, will start upon execution of the Order Form unless otherwise specified (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different subscription start dates for different products. The Subscription Term will terminate on the anniversary of the applicable Client Start Date(s) following the number of subscription years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew as provided for in the Order Form, or if no renewal terms are stated therein, it will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client or Apptegy provides the other with written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term. Subject only to applicable procurement and appropriations law, Client may not terminate this Agreement before the end of any then-current Subscription Term without cause, unless Client pays all fees in full for the remaining Subscription Term, plus payment of any previously discounted amounts, as set out in the Order Form. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law. In the event that this Agreement expires or is terminated for any reason, all rights granted to Client with respect to the Services will immediately terminate, and Client will (a) cease use of the Services; and (b) pay to Apptegy all amounts due and owing under this Agreement (to the extent not previously paid). Upon expiration or termination of this



Agreement, all obligations in this Agreement will terminate, provided that Sections 3, 4, 5, 7, and 13-21 will survive.

8. Privacy Policy. The Services are also subject to Apptegy's Privacy Policy ("Privacy Policy"), available at: <https://www.apptegy.com/privacy-policy/>. The Privacy Policy, as may be amended, is incorporated into this Agreement in its entirety, as applicable to Client. Without limiting the generality of the foregoing, it sets out and governs terms and conditions regarding data privacy, security, regulatory notices, and data collection and use.

9. Carrier Restrictions. Apptegy provides text, voice, and email messaging subject to restrictions imposed by mobile and wireless carriers, network operators, aggregators ("Carriers"), and industry protocols and standards. For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and may change without notice. When new or modified restrictions apply, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in the Services that arise from or in connection with such restrictions.

10. Marketing and Communications Laws Compliance. Client is solely responsible for complying with all laws and regulations governing communications sent via the Services by Client and its Users, including, but not limited to, as may be amended, the requirements and/or policies of the Telephone Consumer Protection Act of 1991 ("TCPA") and the California Invasion of Privacy Act and similar laws concerning the recording, interception and/or storage of communications (the "Communications Laws"); and the CTIA – The Wireless Association ("CTIA") and the CAN-SPAM Act and applicable state laws (the "Marketing Laws") (and collectively, the "Marketing and Communications Laws"). Client is encouraged to establish and implement methods and procedures and train and inform its Users to ensure compliance with the Marketing and Communications Laws. Apptegy may provide Client with materials and information about such laws as the Marketing and Communication Laws. However, Client acknowledges that all such materials and information is provided for general education purposes only, and no such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and its Users, including, but not limited to the Marketing and Communication Laws.

11. COPPA Notice and Compliance. Apptegy prohibits use of the Services by children under the age of thirteen (13), unless and only to the extent the child is a User invited or added to the Services by Client. When children are invited or added to the Services as Users under Client's account, Apptegy provides the Services with respect to the children solely in the educational context authorized by Client under this Agreement, and solely for the benefit of Client and its Users. Client consents, as agent for and on behalf of such children (and their parents and guardians), to Apptegy's collection, use, and storage of personal information about or from the children in accordance with this Agreement. Client acknowledges that Apptegy is relying on Client's consent in the previous sentence for the purposes of complying with the Children's Online Privacy Protection Act, as it may be amended ("COPPA"), and that Apptegy is authorized to presume that Client has obtained and will maintain all required parent or guardian consent for Apptegy's collection, use, and disclosure of information for any children under the age of thirteen (13) that are invited or added to the Services under Client's account.

Please note that Client is responsible for complying with COPPA with respect to Users under Client's account if Client invites or adds children under the age of thirteen (13) to the Services. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

The Privacy Policy, accessible as set out above, confirms that Apptegy may collect information about children as a necessary part of providing the Services to Client (for example, as applicable: contact information for communications sent via the Services; posts made on messaging tools in the Services; information included in assignments and other class content submitted via the Services) and provide notice regarding Apptegy's collection, use, and disclosure of personal information from children. Please note that some or all of this information may not be private as to the individual child, parent, or guardian. For example, information shared by a User via the Services' chat features will be visible to Client, as the party providing access to the Services to its Users. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, information about a child that is posted in the Services' group messaging tool may be visible to other individual Users that are also authorized users. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.



12. Accessibility Compliance. Client is solely responsible for complying with all applicable accessibility laws and regulations governing the parts of the Services under its control (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**"). Client is encouraged to establish and implement methods and procedures and train and inform its Users to ensure compliance with applicable laws and regulations, including the ADA and the WCAG. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG. However, Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only, and no such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under its control (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

13. Third Party Services. Parts of the Services rely on or integrate with services, platforms, software, technology, or solutions provided by third parties (collectively, "**Third Party Services**"), including to deliver certain components of the Services on Apptegy's behalf. These may include, for example, services for website hosting, language translation, or publication to social media platforms. Client acknowledges and agrees that Apptegy does not control, and is not responsible or liable for, any Third Party Service, including without limitation: (a) the availability, accuracy, performance, or functionality of such Third Party Services; (b) any delay, suspension, interruption, or failure in the Services resulting from a Third Party Service; or (c) any consequence, loss, or damage (direct or indirect) arising from or relating to any Third Party Service or Client's reliance on the same.

If Client independently accesses, integrates, or uses any Third Party Service in connection with the Services (for example, via third-party login credentials or posting integrations), Client is solely responsible for doing so in compliance with applicable law and for managing any terms, consents, or responsibilities associated with that use. Some Third Party Services may provide Apptegy with access to certain information that Client has provided to such Third Party Services. Any data, information, or other materials related to Client that are collected via or received by Apptegy from any Third Party Service will be deemed Client Data. Client acknowledges that the practices and policies of Third Party Services, including those regarding privacy and security, may differ materially from those of Apptegy. Please see Apptegy's Privacy Policy for more information regarding how

data may be disclosed to or collected from Third Party Services in connection with the Services.

14. Representations and Warranties; Disclaimers; Limited Liability. Each party represents and warrants that (a) it has the required power and authority to enter into and perform under this Agreement, (b) the doing so does not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. In addition, Client represents, warrants and covenants that (i) it has all rights necessary to permit Apptegy's use of Client Data as contemplated hereunder and (ii) the Client Data will be true, accurate and complete.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS AND APPTEGY DISCLAIMS ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. APPTEGY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. APPTEGY DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. IN NO EVENT WILL APPTEGY BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF CLIENT HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES WILL APPTEGY'S LIABILITY FOR ANY CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE BY CLIENT TO APPTEGY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

15. AI Technology. The Services may include or enable artificial intelligence and similar technologies ("**AI**" or "**AI Technology**"), such as website chatbots or other AI-based tools made available by Apptegy (collectively, "**AI Features**"). AI Features incorporate proprietary and third-party advanced technologies such as machine learning and related systems and functionality, some of which may rely on Third Party Services to function. Available AI Features and their configuration will depend on the Services purchased by Client, unless otherwise agreed to or enabled by Client.

AI Features may allow end users to submit queries or prompts; include functionality designed to provide automated responses



or recommendations to user inquiries through conversational interfaces; generate analytics; or support or provide real-time content generation or moderation, accessibility enhancements (such as alternative text), or provide other forms of content (collectively, “**Output**”). However, because AI Technology is new and evolving, there are numerous limitations that apply to both AI and the Output it provides. Client acknowledges: (a) that AI Technology may utilize predefined rules and algorithms that lack creativity or flexibility; may struggle with complex tasks or manipulative prompts, language nuances, cultural references, idioms, or emotion; and/or may perpetuate societal or training-data biases; and accordingly (b) that Output may contain errors, inaccuracies, or misleading information; be repetitive, impersonal, discriminatory or offensive, or out of context; or lack the personal tone, reasoning, or empathy that would be present in content generated by humans.

Apptegy makes no representations or warranties regarding the accuracy, relevance, or reliability of any Output and disclaims any and all liability to Client or other parties for any claims, losses, or damages arising from or relating to Client’s use of AI Technology, including without limitation, any decisions or actions taken based on Output or the failure of the AI Technology to correctly interpret, route, or mark for review any inquiries, requests, or content. Client acknowledges and agrees: (i) that Output is provided solely for informational purposes, is not a substitute for advice from a qualified professional, and that Client will use independent judgment and discretion before relying on or using any Output; and (ii) that Client is solely responsible for any actions taken in reliance on such Output and for monitoring, reviewing, and/or approving any Output provided by the AI Features.

AI Features may involve the processing of personal information, including content submitted to chat interfaces or posted through interactive tools. Client acknowledges and agrees that such information may be disclosed to Third Party Services used to support or provide the AI Features, and that such processing is subject to Apptegy’s Privacy Policy. Certain AI Features may include or require notices, warnings, or disclaimers visible to end users. For this reason, AI Features are made available on an opt-in basis only and are disabled by default. Client is responsible for ensuring that users are aware when they are interacting with AI Technology and that any deployment of AI Features—such as chatbots or similar tools that collect information from website visitors—complies with all applicable laws, including under the Communications Laws, and for ensuring any necessary notices and/or consents are provided or obtained as required.

16. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and

interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services. Client will acquire no right, title, or interest in and to the Services other than the limited rights of access and use expressly granted under this Agreement. Notwithstanding the foregoing, except for the limited rights expressly granted to Apptegy under this Agreement, Client retains all right, title and interest in and to the Client Data and Apptegy’s license to Client Data will automatically terminate upon termination or expiration of this Agreement.

17. Confidentiality. “**Confidential Information**” means, subject to the exceptions set forth in this Section 17, any information, data, or materials (tangible or intangible) disclosed or otherwise made available by a party (“**Discloser**”) to the other (“**Recipient**”) that (i) is marked as confidential or proprietary, or (ii) is identified as confidential at the time of disclosure with written confirmation within fifteen (15) days of disclosure to the Recipient; provided, however, that information related to or regarding the Discloser’s business plans and methodologies, strategies, technology, specifications, development plans, current or prospective customers, partners, suppliers, billing records, and products or services will be deemed Confidential Information of the Discloser even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in this Section 17.

Confidential Information will not include any information which: (i) the Recipient can show by written record was in its possession prior to disclosure by the Discloser hereunder, provided that the Recipient must promptly notify the Discloser of any prior knowledge; (ii) is or becomes generally known by the public other than through the Recipient’s failure to observe any or all terms and conditions hereof; or (iii) subsequent to disclosure to the Recipient by the Discloser, is obtained from a third person who is not subject to any confidentiality obligation in favor of Discloser.

The Recipient may only use the Confidential Information for the purpose of performing its obligations and exercising its rights hereunder. The Recipient must not disclose or otherwise make available the Discloser’s Confidential Information to anyone (directly or indirectly) other than to its (i) employees and contractors who are required to have access to such Confidential Information in connection with the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, hereunder, and (ii) professional advisers (e.g., lawyers and accountants), in each case, during the time that the Recipient is permitted to retain such Confidential Information hereunder; provided that any and all such employees or contractors are



bound by written agreements or, in the case of professional advisers, ethical duties, respecting the Confidential Information in the manner set forth in this Agreement. The Recipient will use at least reasonable care and adequate measures to protect the security of the Confidential Information of the Discloser and to ensure that any Confidential Information of the Discloser is not disclosed or otherwise made available to other persons or used in violation of this Agreement. Upon request, each Recipient will within a commercially reasonable timeframe return to the Discloser or delete, at the Discloser's election, all of the Discloser's Confidential Information and all copies or other tangible embodiments thereof.

In the event that the Recipient is required by law to make any disclosure of any of the Confidential Information of the Discloser, by subpoena, judicial or administrative order or otherwise, the Recipient will first give written notice of such requirement to the Discloser, and will permit the Discloser to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Discloser in seeking to obtain such protection.

18. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

19. Public Records. Apptegy agrees that the confidentiality or non-disclosure terms of this Agreement are subject to the applicable freedom of information, open disclosure, and/or other government transparency laws ("**Public Records Laws**") of Client's jurisdiction. Apptegy agrees to comply with any direct obligations it may have under Public Records Laws, and to use reasonable efforts to assist Client with Public Records requests; for example, by providing copies of any responsive records maintained by Apptegy. If Client receives a Public Records request concerning Apptegy: (i) before responding to the request, Client will notify Apptegy with sufficient time for Apptegy to explain whether any information is exempt from disclosure under Public Records Law; and (ii) Apptegy will redact any exempt information and provide Client with redacted copies of applicable records. Apptegy reserves all rights to assert exemptions under applicable Public Records Laws, particularly for its proprietary or Confidential Information.

20. Insurance. Apptegy will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers sufficient to cover the performance of the Services. Upon request, Apptegy will provide applicable certificate(s) of insurance.

21. Miscellaneous. This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with

respect to any term or condition of this Master Services Agreement and the Order Form, the terms of this Master Services Agreement will govern and control.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, DealHub, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. All notices under this Agreement will be in writing, will reference this Agreement and will be sent to the address listed on the Order Form. Notices will be deemed given: (a) when delivered personally; (b) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (c) by email for which receipt is confirmed or (d) one (1) day after deposit with an internationally recognized commercial overnight carrier, with written verification of receipt.



CERTIFICATE OF LIABILITY INSURANCE

5/30/2026

DATE (MM/DD/YYYY)

3/19/2026

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 have **ADDITIONAL INSURED** provisions or 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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Continental Casualty Company		20443
INSURER B : Hartford Casualty Insurance Company		29424
INSURER C : QBE Insurance Corporation		39217
INSURER D : Westfield Specialty Insurance Company		16992
INSURER E : Hartford Fire Insurance Company		19682
INSURER F : Trumbull Insurance Company		27120

COVERAGES	CERTIFICATE NUMBER: 23177283	REVISION NUMBER: XXXXXXXX
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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	42 UUN BU9JYM	8/15/2025	8/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,00 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	N	N	42 UEN BU9JPB	8/15/2025	8/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	N	N	42 XHU BU9KX8	8/15/2025	8/15/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	42 WE BU9KSS	8/15/2025	8/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D C	Crime Cyber/Tech E&O Professional	N	N	7052301394 PCE-421716P-01 00044593PIC	9/4/2024 5/30/2025 5/30/2025	5/30/2026 8/15/2026 5/30/2026	Limit: \$1M Ded: \$5K Limit: \$5M Ret: \$25K PL \$1M Cyber: \$500K EL: \$10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 23177283 Board of Education of Jefferson County Attn: Insurance / Real Estate Department 3332 Newburg Road Louisville, KY 40218	CANCELLATION 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
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