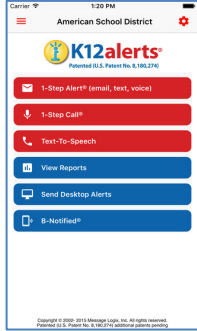




K12 Alerts Communication Services – Springfield Township School District

| Silver Communications Package – Unlimited Emergency and Outreach Messaging for 250 students and 45 staff members. | Module/ Bundle |
|---|--------------------|
| <p>Overview: Record and send emergency and outreach messaging to any size group. Fully hosted and patented mass notification system allowing for the delivery of high volume voice, email and text/cell messaging to any size group. The most intuitive dashboard interface including simple to operate mobile applications for Apple and Google smartphones.</p> <ul style="list-style-type: none"> • Students: Send unlimited emergency messages via Voice (2), Email (2), and Standard SMS/Text/Cell (1). <u>Carrier Information is required.</u> • Staff: Send unlimited emergency messages via Voice (1), Email (1) and Standard SMS/Text/Cell (1). <u>Carrier Information is required</u> • Robust iPhone and Google applications to send alerts or view reports from your mobile device • 1-Step Alert® send instant notifications to any size group • Caller ID configurable by each user • Congestion Management, proprietary algorithm to manage voice and message delivery • High Capacity, massive capacity allows for quick delivery of messages • Simple intuitive interface from dashboard or mobile apps • Social Media integration for Facebook and Twitter, post notifications in 1-click • Surveys/polling of students or staff (ability to ask a question, record survey response). • Text-to-Speech, convert text to voice (male or female). Language translations in dialect. • Customized ringtone/intro message available • Optional Service - Automated daily attendance calls can be added • Simple wallet cards instructions for administrators use of the system • Mobile apps to create and send alerts or view reports • 24/7 customer service, U.S. based support • Hosted application in our cloud • Robust reporting for who received a voice call, email, and SMS/Text message • Custom student/staff data feed from your Student Information System. Simple automated imports in to K12 Alerts® • Security profiles architecture, each system user has controlled views by PIN number • Unlimited school administrators of the system <div style="text-align: right;"> <p>Mobile App to Send Alerts</p>    </div> | <p>YES YES</p> |
| K12 Alerts Silver Package Service Fee: (250 students and 45 staff members) (Includes Staff and Parent Portal) | \$ 625.00 |
| K12 Alerts Setup and Training Fee (one-time fee) | \$ 75.00 |
| Total 1st Year of K12 Alerts Service (12 months) (07/01/21 to 06/30/22) | \$ 700.00 |
| Total 2nd Year of K12 Alerts Service (12 months) (07/01/22 to 06/30/23) | \$ 625.00 |

| PORTALS for Self Updates of Phone, Email and Text/SMS numbers | Module |
|---|--------|
| <p>Parent My Account Portal® - (Complete Opt-in system for SMS/TEXT/EMAIL and/or VOICE messaging by recipients) Parent My Account® portal system will be customized with your logo/look-and-feel banners where recipients can opt-in or opt-out of messaging. Recipients can setup their account with contact Voice, Emails and Text/Cell messaging numbers to receive school alerts. Initial Student Information import included. SSL encryption of data. Email audits: Designated school building staff members receive nightly email audits of parent changes. Information can be reflected back in your Student Information System</p> | YES |
| <p>Staff My Account Portal - (Complete Opt-in system for SMS/TEXT/EMAIL and/or VOICE messaging by recipients) Staff My Account® portal system will be customized with your logo/look-and-feel banners where recipients can opt-in or opt-out of messaging. Recipients can setup their account with contact Voice, Emails and Text/Cell messaging numbers to receive school alerts. Complete SSL encryption of all data.</p> | YES |

Sign for acceptance of pricing above: Name: _____ Signature: _____ Date: _____

AGREEMENT

TERMS AND CONDITIONS

This Agreement is made on May 10, 2021, (the "Effective Date") by and between Message Logix, Inc. d/b/a K12 Alerts® (the "Service Provider") whose address is 245 Main Street, Suite 400, White Plains, NY 10601 and Springfield Township School District (the "Client") whose address is 2146 Jacksonville-Jobstown Road, Jobstown, NJ 08041. The parties hereby agree as follows:

Cloud-based Subscription Services (Meaning those services indicated with a "Yes" mark on Order Form ("Attachment 1") to this Agreement under modules). Client may utilize Cloud-based Subscription Service to deliver messages to parents, staff and community members as outlined in the Service above for email, text to cell phone and/or voice messages. Client also acknowledges and agrees that Service Provider will need to access the Client's content for testing and operational purposes from time to time. Client acknowledges and Service Provider agrees that from time to time the Client may request Service Provider to perform routine maintenance, backups, or create custom content for the Client and upload the Client requested content to servers and/or for delivery of messages. Service Provider reserves the right to modify/update/change/ its software, technical procedures, hardware, graphical interfaces or other systems changes from time to time and/or software without notice to the Client.

Initial Term. The initial service TERM for this agreement is from 07/01/21 to 06/30/22 (12 mos.) for **\$700.00**.

Service Term. The Service TERM for this agreement is from 07/01/21 to 06/30/24 (36 mos.) and billed annually for each year of service.

Users Count. Services are billed on an annual basis by student and staff count. If student and staff counts increase, additional fees shall be billed to Client.

Payment Schedule. A first payment of **\$700.00** is due NET 15 business days from the signing date of this Agreement. Renewals amount to **\$625.00**.

Service Activation and Use. Service will be activated once the signed Agreement and Purchase Order are received from the Client.

Purchase Order. Please issue Message Logix, Inc. d/b/a K12 Alerts® a Purchase Order upon simultaneous signing of this agreement.

Payments and Late Charges. Payments are due Net 15 business days from Invoice date. A late payment fee (a late charge) of 1.5% shall be billed to the client for any invoice that is 15 days past due to Service Provider.

Renewal/Termination. Upon expiration of an initial service TERM, this agreement shall automatically renew on a yearly basis. Client may terminate this Agreement by written notice to Service Provider at least ninety (90) days prior to the end of the current Term. Client or Service provider may terminate this Agreement for Cause. Cause shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice. Each year there is a 5% annual software increase fee after the first full 12 months of service for new features, enhancements and data warehousing.

Service Information. Client shall indemnify, defend and hold harmless Service Provider from and against any and all claims from anyone including third parties concerning (a) the truthfulness or accuracy of any information posted in their database, web application or Web site hosted by Service Provider (b) any and all information sent through Service Provider's systems by Client.

Confidentiality of Student Records. Service Provider acknowledges it may obtain access to certain confidential student records from Client and as a result of Service Provider's work with Client. Service Provider agrees to maintain all such records in confidence and to refrain from disclosing to others, either before, or after termination of Client's relationship with Service Provider, such confidential student records, unless the disclosure of such confidential student records is requested pursuant to law or the requirement of a Court or governmental authority.

Non-Disclosure of Confidential Information. The parties agree not to use the Confidential Information disclosed to each other for its own use or for any purpose except to carry out the relationship between the parties. The parties will not disclose the Confidential Information to third parties or to its employees except employees, business advisors and consultants who are required to have the information or authorized users of the system in order to carry out the contemplated business, and then only after such persons are advised of the confidential nature of such information. The parties agree that they will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information in or to prevent it from falling into the public domain or the possession of unauthorized persons. The parties agree to notify each other in writing of any misuse or misappropriation of such Confidential Information, which may come to its attention. Client or their authorized recipient(s) of Service Provider's Confidential Information agree not to utilize Service Provider's Confidential Information for any use whatsoever and shall refrain from reverse engineering, disassembling, decompiling or translating Service Provider's Products or Services and/or give to any third party for development.

Privacy. Client agrees to comply with the Privacy Policy as stated on the K12 Alerts® Web site located at <https://www.k12alerts.com/webcorp/privacy.html>. Service Provider reserves the right to change its Privacy Policy from time to time. We will post any Privacy Policy changes on our Privacy page.

Trademarks. The trademarks, logos and product and service names are trademarks and service marks of Service Provider. Client acknowledges that Message Logix, Inc. is the sole owner of the entire right, title and interest in the trademarks and service marks and reserves all rights to the use of such marks. Unless otherwise noted, all other aspects of the Products are either copyrighted or are the proprietary information and/or design of Service Provider and Service Provider is the sole owner of the entire right, title and interest to such intellectual property rights.

Client Initial Acceptance: _____ **Date:** _____



Patent or Copyright Infringement. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party. Message Logix, Inc. d/b/a K12 Alerts system is Patented (U.S. Patent No. 8,180,274) with additional patents pending.

Joint Indemnification. All parties agree to indemnify and hold each other and each of their officers, directors, employees agents and assigns, harmless from and against all claims, causes of action, damages, liabilities, fines, costs and expenses (including reasonable attorneys' fees) that may arise from, violation of any applicable laws, infringement of third party proprietary and/or intellectual property rights, libel, slander and other torts, as well as for personal injury, property damage and death arising from the negligent or willfully wrongful acts or omissions of the other party and/or its employees, third-party vendors, contractors, subcontractors or agents, in connection with the goods and services provided in connection with this Agreement.

Client Equipment. Client acknowledges that to access and use the Product content, Client must obtain and maintain, at its sole expense, equipment and appropriate telephone service and/or broadband coverage, including telecommunication software, firewall hardware and its security software and any other software or hardware that are necessary to operate and maintain a connection with the server for the Products and Services.

Limitations on User Accounts. Usage of the Products is strictly limited to individuals associated with the Client. Subscribing users are prohibited from publishing or in any way communicating their usernames and passwords to non-subscribing individuals, posting of usernames and passwords on websites, emails, newsletters or any other types of electronic or print media is in violation of this policy.

Force Majeure. Service Provider shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, terrorist acts or other occurrences which are beyond Service Provider's reasonable control.

Disclaimer of Warranties. SUBJECT TO THE OBLIGATIONS OF SERVICE PROVIDER SET FORTH HEREIN CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE PRODUCTS IS AT ITS SOLE RISK. SUBJECT TO THE OBLIGATIONS OF SERVICE PROVIDER SET FORTH HEREIN THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, PARTNERS, SUPPLIERS, CONTRACTORS OR CONSULTANTS HAVE ANY LIABILITY WHATSOEVER FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF LIFE, LOST PRODUCTION OR CONSEQUENTIAL PROPERTY DAMAGE; COST OF CAPITAL; COST OF REPLACEMENT OFFERINGS; OR CLAIMS RESULTING FROM CONTRACTS BETWEEN THE OTHER PARTY AND ANY THIRD PARTY, INCLUDING CONTRACTS ARISING FROM ANY THIRD PARTY PURCHASE ORDERS, UNLESS SUCH LIABILITY RESULTS FROM INTENTIONAL OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF A PARTY OR ITS AGENTS.

Miscellaneous. This Agreement shall be interpreted according to the laws of the State of New York without regard to, or application of, choice of law rules or principles. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of, or related to, this Agreement. This Agreement, including each Service Order accepted by Service Provider, sets forth the entire and exclusive agreement between the parties, superseding all prior or contemporaneous representations, proposals, quotes, agreements or understandings concerning the subject matter addressed herein. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date specified above by their duly authorized representatives.

Accepted and agreed to by (Service Provider):

 (Sign Here)

T. Gregory Bender, President & CEO
Message Logix, Inc. d/b/a K12 Alerts®
245 Main Street, Suite 400
White Plains, NY 10601
Date: May 10, 2021

Accepted and agreed to by (Client):

_____ (Sign Here)

Name: _____

Title: _____

Date: _____

Fax signed acceptance to 914-931-1638