

Powering Your School's Identity

Apptegy was founded to help schools build their identity. We believe that by making it really simple for schools to engage with parents, students, faculty, and community members; schools will see more community interaction and student success.

In our mobile and increasingly connected world, schools have been stuck updating a myriad of different tools to make sure parents hear their messages. At Apptegy, we've developed a platform which allows you and your team to manage all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

We build beautiful mobile apps for Android and iPhone that focus on what really matters: the user experience. No pinching and zooming to read cafeteria menus or redirections to websites within the app. A user experience that delights parents and community members means they will continue to come to the app for meaningful information.

Get access to the most powerful communication tool on the education market: our Thrillshare publishing platform. With Thrillshare, you can share a message once and it will automatically update your website, iPhone app, Android App, Facebook, Twitter, as well as send text messages, voice calls, emails, and push notifications.

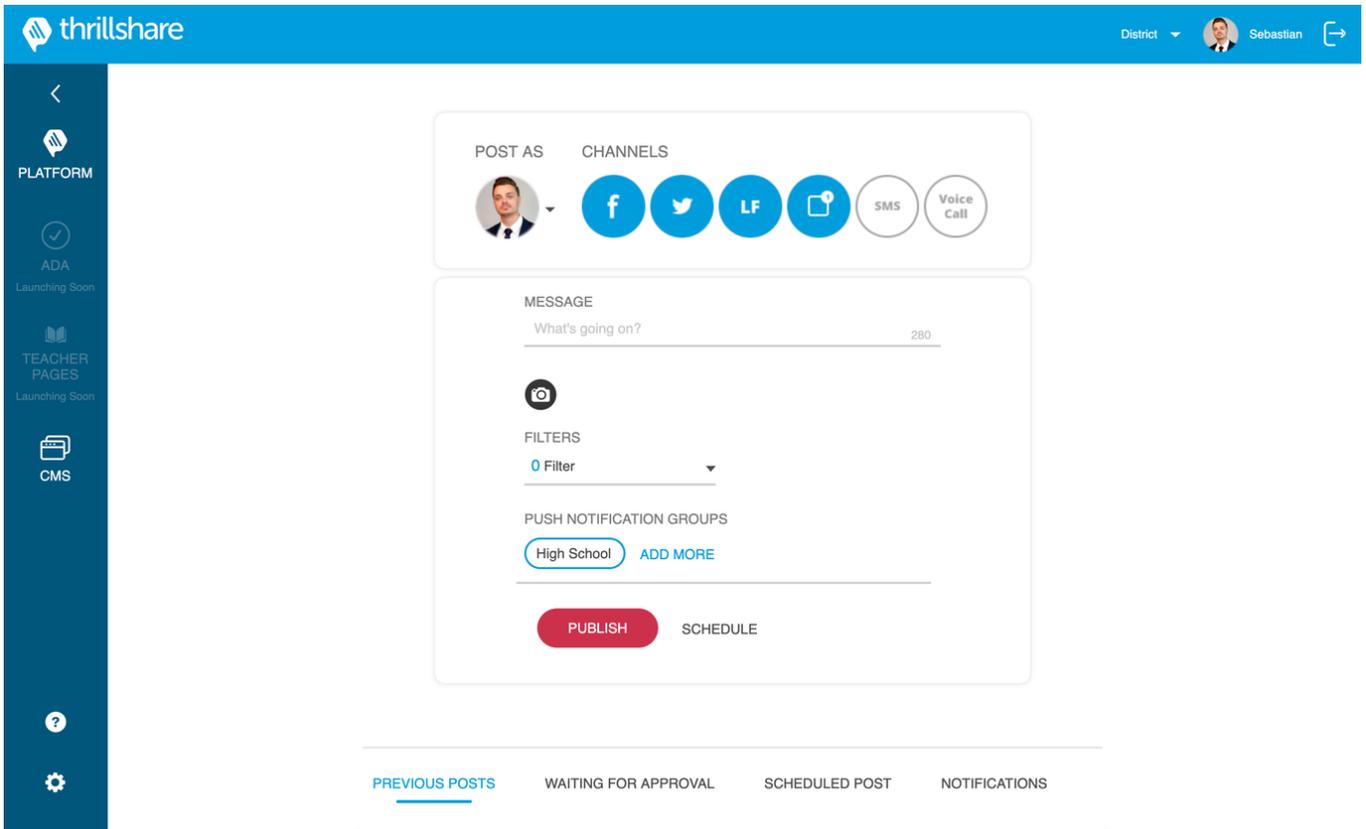
Mobile apps, websites, and a district's social media presence are only valuable if they are kept updated. Thrillshare makes it easy to assign roles and privileges to your team to update the information that they care most about. Coaches can update sports scores, teachers can share what is happening in class, and principals can post upcoming events.

By eliminating the technological barrier required to communicate, opportunities for content creation are shared with your whole team. With this level of customization and control, you can be confident about the message that is shared with your community.

Now, with Thrillshare, you can build your school's identity by making it as easy as possible to share your stories of student success, culture, and values across all of your online channels.

Thrillshare

With Thrillshare, a user can post a story with one click and it automatically shares to the mobile app, website, Facebook, Twitter, in addition to sending push notifications, text messages, and voice calls. It doesn't get any easier than that.



Mobile Apps

How many times a day do you check your phone versus your computer? Your audience is using mobile devices at twice the rate to connect with what they are about. A mobile app is **the best** way to connect with your school community.



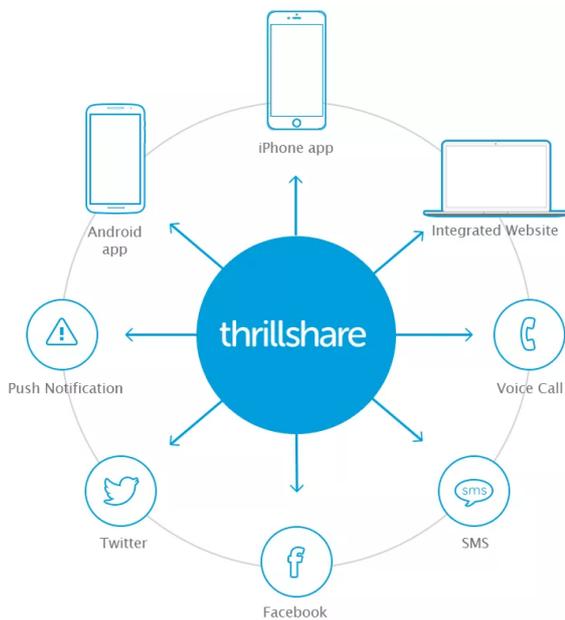
Websites

Your website is the first impression for your district. When prospective teachers and families



look you up online, how well does your website reflect your identity?

Your website shouldn't just store content; it should highlight what makes you unique.



Alerts: text messages, voice calls & push notifications.

Imagine being able to send Push Notifications, Text Messages, and Voice Calls from the same system you use to update your website, mobile apps, and social media.

With SIS integration capabilities, you can set up automated alerts for major issues like attendance, low lunch balances, and tardies so you don't have to manually notify families.

Software and Services Agreement

A. SCHEDULE OF PROFESSIONAL SERVICES

SCOPE OF PROJECT	TIME ESTIMATES
<p>Consultation & Planning On the consultation call, you will first choose a website design. We will then discuss app design and Thrillshare. We will outline resources and develop a timeline for the entire project.</p>	1 WEEK
<p>Apple Developer Call During the Apple Developer process, you will create an Apple Developer account and provide us with your EIN.</p>	1-2 WEEKS
<p>Design and Revision We provide designs based on our consultation call and resources received from you. Once initial designs are completed, we begin the revision process. We cannot move to the next step until Final Design is approved by the client.</p>	1-2 WEEKS
<p>Development Three development projects occur simultaneously: Website, iOS app & Android app.</p>	2 WEEKS
<p>App Store Review We submit apps to iTunes Connect and Google Play for approval on your behalf. This timeframe is usually 7-20 days, but is largely determined by the app store approval process.</p>	1-2 WEEKS
<p>Testing & QA (Quality Assurance) Before we hand the keys over to you, we take the apps and website for a test drive to make sure everything is running smoothly.</p>	1 WEEK
<p>Training Training is scheduled once your apps have undergone QA (Quality Assurance) Testing.</p>	TBD
<p>Total Time to Thrillshare Go-Live: 7-14 Weeks *See software and service agreement for details</p>	

B. SCHEDULE OF PRICING

Name	Price	QTY	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps *Billed one-time	\$9,000.00	1	\$9,000.00
November discount (one-time) Discounting the development by \$3,000 for signing on or before November 30, 2019	-\$3,000.00	1	-\$3,000.00
Dual school sign-on (one-time) Discounting the development by \$1,000 for 2 schools signing on	-\$1,000.00	1	-\$1,000.00
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~1,000 students *Billed and payable in full annually	\$7,500.00	1	\$7,500.00
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0.00	1	\$0.00
Alerts Unlimited text, voice, and email alerts included in Thrillshare cost	\$0.00	1	\$0.00
Support, service, and training Included in Thrillshare cost	\$0.00	1	\$0.00
Static content migration Included in development cost	\$0.00	1	\$0.00
<i>Jay Jurens</i>			
*Agreed to and accepted by: _____			

Total \$12,500.00

C. PAYMENT SCHEDULE

Bill Date	Amount
60 days from signature	\$5,000 discounted development + \$7,500 annual
1 year from first bill date (if renewed)	\$7,500 annual (if renewed)

BY THE SIGNATURE ABOVE, the institution (“Client”) agrees that this Software and Services Agreement of Apptegy, Inc. (consisting of the foregoing Schedule of Professional Services and Schedule of Pricing, the “Agreement”) includes and is subject to the additional Terms and Conditions of Service (the “Terms”) attached to and incorporated in this Agreement.

Client acknowledges receipt of this Agreement and the Terms, and hereby accepts and agrees to be bound by this Agreement and the Terms. By signing above, the person warrants that she or he has the authority to act on behalf of and bind Client to this Agreement and the Terms.

D. TERMS AND CONDITIONS OF SERVICE

The following Terms and Conditions of Service (the “Terms”) are a binding part of the Software and Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, “Apptegy”), to which they are attached. References to the “Agreement” below collectively include the Software and Services Agreement and these Terms. Capitalized terms used but not otherwise defined in these Terms will have the meanings given to them in the Software and Services Agreement.

1. Services; License

Apptegy will provide the products and services at the prices and for the Term (collectively, the “Services”) as set out in this Agreement. During the Term, Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client’s information, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, “Client Content”) for providing and improving the Services. Upon termination or expiration of this Agreement, Client’s right and license to use the Services, and Apptegy’s right and license to Client Content, will automatically terminate.

2. Fees

Client will pay to Apptegy all fees set out in the Schedule of Pricing of this Agreement. Client acknowledges that (i) Thrillshare fees are payable in annual portions for each year of the Term as set out in the Schedule of Pricing, and (ii) all service and implementation fees are due in full upon execution of this Agreement. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Thrillshare and for all other fees due upon execution. Client agrees to pay all invoices in full within 30 days of the date of the invoice.

Client acknowledges that the fees for the Services do not include sales and use taxes, as applicable, and Client is solely responsible for any such taxes.

3. Term; Termination

The term of this Agreement (the “Term”) will start on the date Apptegy receives an executed Agreement from Client and will terminate on the anniversary date of the Thrillshare start date that is after the number of term years purchased by client, as set out in the Schedule of Pricing. The first 60 days will consist of the implementation period, and the official Thrillshare start date will be 61 days from contract execution.

The parties agree this agreement will auto-renew for additional periods of the same duration as the initial service term, unless either party requests termination in writing at least thirty days prior to the end of the initial service term January 2021 or the then-current renewal term, as applicable. Client agrees that it may not terminate this Agreement before the expiration of the Term without cause, unless Client pays Apptegy all fees in full for the Term, as set out in the Schedule of Pricing, plus payment of any previously discounted amounts for the Services during the Term.

4. Client Restrictions and Responsibilities

Client’s Thrillshare account is solely for Client’s use. Client is exclusively responsible for all activities under its Thrillshare account and for maintaining the confidentiality of its username and password. Client agrees to notify Apptegy immediately of any unauthorized use or any other breach of security involving its account. Apptegy will not be liable for any loss incurred as a result of unauthorized use of Client’s account. Client will not, directly or indirectly, use the Services in a manner that violates any laws; infringes on anyone’s rights; is offensive; interferes with the Services; or reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code, object code, or underlying structure,

know-how, or algorithms of the Services. Client will only post Client Content for which it owns all rights or has express permission to post from the rights holder.

5. Third Party Functions

The Services include features that operate in conjunction with third party tools and resources (ex: Facebook, and Twitter). In addition to this Agreement, access and use of third party tools and resources through the Services is also subject to the terms of service and other agreements of those third parties. Client is solely responsible for ensuring that your use of those tools and resources complies with the applicable terms of service or other agreements.

6. Warranties; Disclaimers; Limited Liability

Apptegy will provide the Services according to prevailing industry standards and will use reasonable efforts to minimize errors and interruptions in the Services; however, Apptegy does not warrant that the Services will be error-free or uninterrupted. Services may temporarily be unavailable for scheduled and unscheduled maintenance, either by Apptegy or third parties, or because of other causes beyond Apptegy's reasonable control. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, APPTEGY EXPRESSLY DISCLAIMS ALL WARRANTIES CONCERNING THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL IMPLIED WARRANTIES. THE SERVICES ARE PROVIDED "AS IS." EXCEPT WHERE PROHIBITED, APPTEGY WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM THE SERVICES. IN NO EVENT WILL APPTEGY'S TOTAL LIABILITY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT FOR THE SERVICES IN THE TERM YEAR DURING WHICH THE ACTIONS AT ISSUE OCCURRED.

7. Confidentiality

Each party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") proprietary or non-public business, technical, financial, or personal information (collectively, "Confidential Information"). The Receiving Party will protect and keep confidential all Confidential Information, and will not use Confidential Information for any reason except for performing this Agreement. Without limiting the generality of the foregoing, Client acknowledges that non-public information about the features, functionality, and performance of the Services is Confidential Information.

8. Miscellaneous

This Agreement is governed by the laws of Delaware, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts of Pulaski County, Arkansas for any dispute that relates to the Services or this Agreement. The Software and Services Agreement, together with these Terms, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. This Agreement may not be amended or modified without the prior written consent of both parties. If any provision(s) of this Agreement are 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, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

9. Board Approval

This Agreement in its entirety is contingent on approval at the December 2019 School Board Meeting. If the agreement is not approved, this contract becomes void.

Signature Certificate

Document Ref.: VX2OT-NRJHS-ECTS2-PYUVT

Document signed by:

	<p>Jay Jurrens Verified E-mail: j_jurrens@new-hampton.k12.ia.us</p> <p>IP: 207.28.19.2 Date: 25 Nov 2019 14:21:34 UTC</p>	 
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Document completed by all parties on:
25 Nov 2019 14:21:34 UTC
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Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

