

**WADSWORTH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING  
MONDAY, FEBRUARY 13, 2023

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

**AGENDA ADDENDUM**

**VIII. Administrative Items**

B. Action Consent Items

27. Recommendation to approve the revised 2022-2023 school year calendar
28. Recommendation to approve the Siteimprove Subscription Agreement for the period of February 16, 2023 through February 15, 2026

**Agenda Detail**

**VIII. Administrative Items**

C. Action Consent Items

- 27. Revised 2022-2023 school year calendar:** The revised 2022-2023 school year calendar being recommended for approval adds March 2, 2023 as a day off for high school students in 9th, 10th and 12th grades. Students in 11th grade will arrive at the normal time to take the ACT on this day. Our school calendar has been set this way for juniors and the ACT since the 2020-2021 school year. This date was inadvertently left of the 2022-2023 school calendar that was last approved by the Board of Education on August 8, 2022.
- 28. Siteimprove Subscription Agreement:** The Siteimprove Subscription Agreement for the period of February 16, 2023 through February 15, 2026 being recommended for approval will allow our school district to continue to use Siteimprove Software to help with the monitoring of our website.

## WADSWORTH CITY SCHOOLS | 2022-2023 CALENDAR

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15 No School (Teacher Work Day)

16 No School (Teacher Work Day)

17 No School (Prof. Dev. In-Service)

18 First Student Day (Gr. 1-12)

24 First Student Day (Kind. & PS)

*T-13 S-10*

2 WMS/WHS 2-hr. Delayed Start

7 Pre-K – Gr. 6 Conferences (4:30–8:00 p.m.)

20 No School (President’s Day)

*T-19 S-19*

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1 WMS/WHS 2-hr. Delayed Start

5 No School (Labor Day)

23 No School (Prof. Dev. In-service)

28 Pre-K - Gr. 6 Conferences (4:30-8:00 p.m.)

*T-21 S-20*

2 WMS 2-hr. Delayed Start (ACT test day at WHS – only juniors attend school at regular start time)

*T-23 S-23*

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

13 No School (Pre-K - Gr. 6 only) Conferences 11:30 a.m.–7:00 p.m.

13 WMS/WHS 2-hr. Delayed Start

14 No School (Teacher Comp Day, NEOEA Day)

26 WHS Conference Night  
WMS Conference Night

*T-21 \*S-20*  
*\*Pre-K – Gr. 6 - 19*

3-7 No School (Spring Break)

13 WMS/WHS 2-hr. Delayed Start

19 No School (Gr. Pre-K-2 & Gr. 5); Delayed Start for Gr. 9, 11, & 12

20 No School (Gr. Pre-K-2 & Gr. 6); Delayed Start (Gr. 9, 11, & 12)

21 No School (Gr. 5, 11 & 12)

24 No. School (Gr. 6)

25 Delayed Start (WHS Students not taking Biology or end-of-course retake)

*T-15 \*S-15*  
*Pre-K–Gr. 2, 5 & 6 -13; Gr. 11 & 12 - 14*

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

3 No School (Pre-K - Gr. 6 only) Conferences 8:10 a.m.-3:40 p.m.

3 WMS/WHS 2-hr. Delayed Start

18 No School (Prof. Dev. In-service)

24-28 No School (Thanksgiving Break)

*T-19 \*S-18*  
*\*Pre-K–Gr. 6 - 17*

4 WMS/WHS 2-hr. Delayed Start

21 Commencement

25 Last Student Day

26 Teacher Work Day

*T-20 S-19*

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1 WMS/WHS 2-hr. Delayed Start

21-31 No School (Winter Break)

*T-14 S-14*

*T-0 S-0*

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2-3 No School (Winter Break)

5 WMS/WHS 2-hr. Delayed Start

13 No School (Prof. Dev. In-service)

16 No School (M. L. King, Jr. Day)

*T-19 S-18*

Gr. K-4 Trimesters  
8/18/22 – 11/11/22 (57 days)  
11/14/22 - 2/24/23 (58 days)  
2/27/23 - 5/25/23 (59 days)

Gr. 5-12 Quarters  
8/18/22 - 10/13/22 (Gr. 7-12 39 days; Gr. 5-6 38 days)  
10/17/22 - 12/20/22 Gr. 7-12 43 days; Gr. 5-6 42 days)  
1/4/23 - 3/10/23 (45 days)  
3/13/23 - 5/25/23 (49 days)

If the district falls below the minimum hours required in a school year due to calamity day, hours will be added at the end of the school year, beginning May 26, 2023.



Siteimprove, Inc  
 5600 West 83rd Street  
 Suite 400  
 Bloomington Minnesota 55437  
 United States

Order Form for Wadsworth City Schools  
 Offer Valid Through: 2/10/2023  
 Proposed by: Luke Jerviss  
 Quote Number: Q-198125.2

# ORDER FORM

## Address Information

**Bill To:**

Wadsworth City Schools  
 524 Broad St  
 Wadsworth OH 44281-2306  
 United States

**Ship To:**

Wadsworth City Schools  
 524 Broad St  
 Wadsworth OH 44281-2306  
 United States

**Contact Name:**  
**Email Address:**

Phil Luthman  
 pluthman@wadsworthschools.org

**Phone:** (330) 335-1406

## Term & Payment Details

<b>Start Date:</b>	2/16/2023	<b>End Date:</b>	2/15/2026
<b>Subscription Term:</b>	36 Months	<b>Renewal Term:</b>	N/A
<b>Renewal Price Increase:</b>	N/A	<b>Billing Frequency:</b>	Annual
<b>Payment Term:</b>	Net 30 days	<b>Billing Method:</b>	Email
<b>Payment Method:</b>	Bank Transfer	<b>Invoice Date:</b>	2/16/2023
<b>Automatic Renewal:</b>	<input type="checkbox"/>		

Extension to 61149. Except as set forth in this Order Form, the Terms and Conditions in 61149 will remain unaffected.

## Included Services

Subscription Services	Limit Type	Quantity*
Quality Assurance & Policy	Pages	600
SEO	Pages	600
PDF-check of documents	PDFs	1,000
Accessibility	Pages	600
Premium Support	N/A	1
Usability	Usability Maps	10



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*\*When Subscription Services share the same Limit Type, the Quantity specified represents an aggregated amount, which is shared by these services.*

<b>Annual Subscription Fee:</b>	USD 4,880.50
<b>Annual Subscription Fee:</b>	USD 4,880.50
<b>Total Subscription Fee:</b>	USD 14,641.50

At least 45 days prior the start of a new Billing Frequency Period, Siteimprove will send an invoice for the proportionate Subscription Fee.



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## Purchase Order Information

*(Customer to complete)*

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

- No  
 Yes

Is PO renewal required for each invoicing term?

- No  
 Yes

PO Number:

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PO requests must be sent to:

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## Billing Information

*(Customer to complete)*

Billing Contact Name:

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Billing E-mail:

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Billing References:

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E-invoicing Information:

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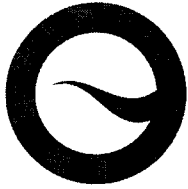
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## Sales Tax Information

*(Customer to complete)*

You may be subject to sales tax (or equivalent) unless you can provide proof of exemption. Are you exempt from sales tax?

- Yes, please attach exemption form.  
 No.



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Quote Number: Q-198125.2

## Customer Signature

By signing below, Wadsworth City Schools agrees to the subscription and payment terms of this Order Form.

**On behalf of Customer:**

Name:

Date:

\_\_\_\_\_  
Signature

*The Order Form must be executed and/or returned to Siteimprove before the first applicable access date. If not, Siteimprove may, without changing price or term length, adjust the first applicable access date.*

# Act With Digital Certainty

## Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("**Agreement**") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekridge Circle, Bloomington, MN 55439, and its Affiliates (defined below) (collectively, "**Siteimprove**") and **Wadsworth City Schools** ("**Customer**" / "**you**" / "**your**") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, "Website(s); (C) Exhibit B, "Terms and Conditions"; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before February 16, 2018. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("**Included Services**"):

Included Services	Limits (the "Limits")*
<b>Quality Assurance</b> Crawls website and identifies quality issues.	600 Pages
<b>Policy</b> Allows Customer to set website parameters to ensure consistency in content.	
<b>Accessibility</b> Checks website against selected WCAG 2.0 accessibility standards and WAI-ARIA techniques.	
<b>SEO</b> Details technical and content-related issues affecting search engine rankings and traffic to the website.	
<b>Priority</b> Allows Customer to set criteria for order in which issues and errors are reported. <u>This service requires the implementation of a script on the website.</u>	
<b>PDF Scanning</b>	1,000 PDFs
<b>Response</b> Monitors website's availability and performance.	1 Response Check Points
<b>Standard Support Plan</b>	

\* The Limits consist of the following and their applicable definitions:

**Pages:** A Page is an electronic document created with HTML and accessible with a browser.

**Response Check Points:** Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.

**Yearly Page Views:** Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

**PDFs:** Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

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## Access to the services

Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at <http://my.siteimprove.com>. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

## Limitations

The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in **Exhibit A**.
- Websites can be added to the Included Services, subject to the approval of Siteimprove.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

## Limit Increases

Increasing the Limits for the Included Services are available at the rates and increments indicated below. These rates and increments may be updated annually. If an increase is requested after the start of the Initial or Renewal Term, the cost will be pro-rated.

Limit Increase	Additional annual subscription fee
Pages	\$650 per 250 pages
PDFs	\$150 per 500 PDFs
Response Check Points	\$100 per Check Point

## Term

The first date for this Agreement (the "**Effective Date**") is the date of your signature below. This Agreement will remain in force for a period of 1 year following the Effective Date (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the "Renewal Term") until terminated according to Section 3 (Termination) of the Terms.

## Subscription Fees

The annual subscription fee (excluding applicable taxes) for the Included Services is: **\$4,540** (the "**Fee**").

## Invoices & Payments

All invoices are sent to the email address listed in the Billing Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

- On the date of your signature below, you will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee.

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (**Exhibit B**).

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## Exhibit B: Terms and Conditions

### 1. DEFINITIONS

**a. Interpretation.** Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement or as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.

**b. "Affiliate"** means any entity directly or indirectly controlling or controlled by or in common control with a party, where "control" is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.

**c. "Confidential Information"** means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates' employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists. Confidential Information does not include information that: (a) was in the public domain prior or subsequent

to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party's possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

### 2. INVOICES; PAYMENTS; PAST-DUE INVOICES

Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).

### 3. TERMINATION

**a. For Material Breach.** Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.

**b. For Convenience.** During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other

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party at least 60-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

#### 4. INCLUDED SERVICES

Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access to the Included Services.

**a. Ownership.** Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

**b. Use.** The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer's internal business purposes by Customer's authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

**c. Restrictions.** This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law. Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove's intellectual property beyond the

express access grant in this Section 4 is outside the scope of this Agreement.

**d. Support.** Siteimprove will provide support to the Customer pursuant to the agreed support plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

**e. Operational Data.** The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer's compliance with the terms and conditions of this Agreement and protecting Siteimprove's intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

#### 5. REPRESENTATIONS AND WARRANTIES

**a. For Siteimprove.** Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

**b. For Customer.** Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the

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information set forth and accessible on the websites on which the Included Services will be administered.

**c. Disclaimer.** Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

## 6. FORCE MAJEURE

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control ("**Force Majeure Events**"). Force Majeure Events include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days' written notice.

## 7. LIMITATION OF LIABILITY

**a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes**

**any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.**

**b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).**

## 8. CONFIDENTIALITY

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party's Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party's Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized use or disclosure of the disclosing party's Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

## 9. ASSIGNABILITY

This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

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## 10. NOTICES

Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Billing Information Section. Notice to Siteimprove should be sent to:

Siteimprove, Inc.  
Attn: Legal Department  
7807 CreekrIDGE Circle  
Bloomington, MN 55439  
With a copy to:  
[legal@siteimprove.com](mailto:legal@siteimprove.com)

## 11. CONSUMER PRICE INDEX

The agreement is made in line with the Consumer Price Index (CPI). At the time of invoicing for the Renewal Term, the parties agree that the Fee may be increased to align with the latest CPI. The increase may not be more than 3% of the prior year's contract value.

## 12. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Minnesota and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Minnesota will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

## 13. NO WAIVER

The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

## 14. PUBLICITY

Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

## 15. COUNTERPARTS

The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

## 16. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

## 17. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders) are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.

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## Exhibit C - Standard Support Plan

**1. SELF-HELP RESOURCES.** Customers can take full advantage of Siteimprove self-help tools, available online via our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

**2. PRODUCT SUPPORT AND TRAINING.** Customers can contact Siteimprove for product support, training, and additional services by visiting our [Help Center](https://support.siteimprove.com/) (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7 every day of the year.

**Service Levels:** Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within three (3) Business Days. "Business Days" are defined as the days on which Customer's regional support center is open for business (see Section 3). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup (setup of three events)
- Custom setup of internal search tracking
- Setup of Development website crawls (subject to additional terms and conditions).

**Severity Levels:** When submitting a support ticket, Customers are asked to specify a severity level. The severity level is a measure of the relative impact of the reported issue on the Customer's systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

**Cosmetic** - Minor problem not impacting service functionality; Feature requests or missing or erroneous documentation; Question/ information request that does not affect delivery of service.

**Minor** - Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists; The problem is with a non-critical feature or functionality.

**Major** - Service is operational, but performance is highly degraded to the point of major impact on usage; Important features are unavailable, with no acceptable workaround, however, operations can continue in a restricted fashion; Access to a particular third-party application or service provider deemed noncritical is impacted.

**Critical** - Service is down or unavailable; Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact; Service crashes or hangs indefinitely causing unacceptable delays for resources or response; Data is corrupted or lost and must be restored. Any critical error encountered will be worked on by Siteimprove during EMEA business hours until resolved.

**3. SUPPORT AVAILABILITY.** Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA  
Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve
- EMEA Support Center - Copenhagen, Denmark  
Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC excluding Danish public holidays
- APAC Support Center - Sydney, NSW, Australia  
Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC excluding New South Wales national and regional public holidays

Siteimprove Inc | 7807 Creekr Ridge Circle | Minneapolis, MN 55439, USA

+1 855 748 3467 | info@siteimprove.com | www.siteimprove.com

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**4. SUPPORT CHANGES.** Siteimprove has the sole discretion to change the terms and conditions of the Standard Support Plan.