

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement ("Agreement") is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 ("Infinite Campus") and:

("Licensee")

Name: Emmett Independent School District 221

Address: 400 S Pine, Suite 1, Emmett, ID 83617

RECITALS

- A. Infinite Campus has developed certain proprietary student information software and documentation, which is updated and revised by Infinite Campus from time to time, and Infinite Campus has licensed from third parties, or developed other products and services, as offered by Infinite Campus, and amended from time to time (collectively, the "Infinite Campus Products");
- B. Infinite Campus, or an Infinite Campus Authorized Channel Partner, may provide certain services for Infinite Campus Products, including software implementation services, software maintenance services, training services, data conversion services, project management services, product support services, technical support services and application hosting services (collectively, the "Infinite Campus Services"); and
- C. Infinite Campus and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing and implementation of certain Infinite Campus Products and delivery of certain Infinite Campus Services identified on one or more Order and Pricing Schedules, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. Rights and Obligations

- 1.1 License Grant. Subject to the terms and conditions hereof, Infinite Campus grants Licensee a personal, limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual, license to use: (i) the specific Infinite Campus Products identified on the applicable Order and Pricing Schedules; and (ii) the related documentation (which may include, but is not limited to, users' manuals, reference guides, programmers' guides and/or system guides, as applicable and as available). Licensee shall install and use Infinite Campus Products and the documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and documentation were designed.
- 1.2 Products and Services. Subject to the terms and conditions hereof, Infinite Campus, or an Infinite Campus Authorized Channel Partner, shall provide the Infinite Campus Services as listed on the applicable Order and Pricing Schedules.

2. Ownership and Protection of Infinite Campus Products

- 2.1 Ownership. Licensee acknowledges that Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Infinite Campus or Infinite Campus licensor. Licensee further acknowledges that any reports or other data generated by Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Infinite Campus and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Infinite Campus in any manner that Infinite Campus deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
 - a) adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer Infinite Campus Products or the documentation, or any portion thereof;
 - b) identify or discover any source code of Infinite Campus Products;
 - c) distribute, sell, or sublicense copies of Infinite Campus Products or the documentation or any portion thereof;

- d) create copies of Infinite Campus Products or the documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of Infinite Campus Products; or
- e) incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of Infinite Campus Products or the documentation.

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

3. Fees and Payment Terms

3.1 Payment Terms. Licensee shall pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee shall pay third-party fees directly to the specified third party.

- a) The fees for the Infinite Campus Products shall be valid from the Service Start Date until the conclusion of the term specified on the Applicable Order and Pricing Schedules (the "Initial Term").
- b) Licensing, hosting, and support fees will be invoiced on the Service Start Date for the Initial Term.
- c) SIS implementation services, if any, will be invoiced immediately after the Effective Date.
- d) Travel expenses and premium product implementation services, if any, will be invoiced monthly as expenses or services are incurred.
- e) All invoices are Net 30.

3.2 Annual Recurring Fees. Following the Initial Term, for each twelve (12) month period thereafter (each a "Subsequent Term"), Licensee shall pay annual fees according to the then-current license fees for the licensed Infinite Campus Products listed with an annual recurring price on the Applicable Order and Pricing Schedules (the "Annual Recurring Fees"). Infinite Campus will review the number of students enrolled, as certified by the state in which the Licensee resides, and if the total number of enrolled students has increased or decreased, Infinite Campus may increase or decrease the Annual Recurring Fees according to the then-current license fees for the applicable Infinite Campus Products and Services.

3.3 Travel Expenses. To the extent Infinite Campus will be incurring any expenses on Licensee's behalf in performance of this Agreement, Licensee agrees to pay Infinite Campus for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Infinite Campus' performance of its duties under this Agreement. Such expenses shall be incurred in accordance with the Business Expense Policy located at <https://www.infinitecampus.com/policies>.

3.4 Taxes. All amounts set forth on the Applicable Order and Pricing Schedules are exclusive of applicable sales and similar taxes, and it shall be Licensee's responsibility to pay all such taxes, if applicable.

4. Indemnification; Warranties

4.1 Indemnifications.

- a) If Licensee notifies Infinite Campus in writing and gives Infinite Campus sole control over the defense and all related settlement negotiations, Infinite Campus will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee, to the extent based on an allegation that: (i) Products for which Licensee has licensed from Infinite Campus infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.
- b) To the extent permitted by law, Licensee will defend, hold harmless and indemnify Infinite Campus against any claim or threat of claim brought by a third party against Infinite Campus arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

- c) If either party seeks indemnification provided for in Section 4.1, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Infinite Campus will not make public any terms, or the mere existence, of any settlements.
- d) THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFINITE CAMPUS WITH RESPECT TO ANY INFRINGEMENT, OR CLAIMS OF INFRINGEMENT, REGARDING INFINITE CAMPUS' PRODUCTS, OR ANY PORTION THEREOF, WITH REGARD TO ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.

4.2 Warranties.

- a) Infinite Campus warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of Infinite Campus Product to Licensee, Infinite Campus Products will operate in substantial conformity with the documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates, and new releases provided by Infinite Campus to Licensee and the absence of damage or abuse to Infinite Campus Products.
- b) Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Infinite Campus shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in Infinite Campus Products, replace Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Infinite Campus under this Agreement for the defective Infinite Campus Products, as set forth in Section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- c) Infinite Campus represents and warrants that, (a) the work to be performed and services to be provided by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (e) the work performed will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work performed will not be obscene, child pornographic, or indecent; and (g) the work performed will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.2, INFINITE CAMPUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO INFINITE CAMPUS PRODUCTS, MAINTENANCE, SUPPORT, OR OTHER SERVICES.

5. **Limitations of Liability**

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

6. **Agreement Term and Termination**

- 6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin on the date this Agreement is executed by the Licensee ("Effective Date") and shall remain in effect until terminated pursuant to Section 6.2.
- 6.2 Agreement Termination. This Agreement may be terminated as follows:

- a) either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- b) either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within fifteen (15) days of notice thereof;
- c) either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- d) notwithstanding the foregoing, if the Licensee violates the provisions of Article 2 of this Agreement Infinite Campus may terminate this Agreement immediately without notice.

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

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

6.3 Responsibilities in the Event of Termination.

- a) Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use Infinite Campus Products and Infinite Campus Services and shall return to Infinite Campus all Infinite Campus Products and all copies thereof and all proprietary and confidential property of Infinite Campus. Licensee shall expunge all copies of Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Infinite Campus shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.
- b) Upon ninety (90) business days following the termination of this Agreement, or sooner at the request of the Licensee, Infinite Campus warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Infinite Campus from continuing to possess and use any reports or other data generated by Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

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

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7. **Additional Terms**

7.1 If not already covered by a separate agreement from an Infinite Campus Authorized Channel Partner for any items (a) – (c) below, and if Licensee has chosen any of the following services directly from Infinite Campus, as specified on an applicable Order and Pricing Schedule then Licensee understands and agrees that the following terms and conditions also apply:

- a) Cloud Hosting (Standard Cloud or Cloud Choice). <https://www.infinitecampus.com/policies/index/cloud-hosting-services-terms>
- b) On-Site Hosting. <https://www.infinitecampus.com/policies/index/on-site-hosting-services-terms>

- c) Software Support Services. <https://www.infinitecampus.com/policies/index/software-support-services-terms>
- d) Online Registration. By agreeing to purchase Online Registration, Licensee also understands and agrees that it will use the Infinite Campus Digital Repository Services, which use is subject to the terms and conditions located at <https://www.infinitecampus.com/policies/digital-repository-services-terms-of-service>.

8. General Terms and Conditions

- 8.1 Assignment. This Agreement is personal to Licensee. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give, or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Infinite Campus has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 8.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce such provisions later.
- 8.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.5 Headings, Exhibits, and Construction. Article and section headings are for reference only and will not be considered as parts of this Agreement. The attached exhibits, and the Applicable Order and Pricing Schedules, and hyperlinked terms and conditions are an integral part of this Agreement and are incorporated by reference. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, epidemics, pandemics, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts or failure of the Internet (not resulting from the actions or inactions of Infinite Campus), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 8.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties regarding the subject matter herein. Except as stated in Section 8.3 above, any document, instrument, or agreement issued or executed contemporaneous or after this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all Infinite Campus' and Licensee's agreements, warranties, understandings, conditions, covenants, and representations regarding the subject matter herein. Neither Infinite Campus nor Licensee will be liable for any warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Infinite Campus reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 8.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Infinite Campus and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Emmett Independent School District 221
Craig Woods
400 S Pine, Suite 1
Emmett, ID 83617

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

- 8.9 Applicable Law. Infinite Campus complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
- a) While providing services during the term of this Agreement, Infinite Campus may process and store Licensee data and may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Infinite Campus has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Infinite Campus shall use education records only for the purposes of fulfilling its duties under this Agreement. To improve the products and services it provides, Infinite Campus may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Infinite Campus shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Infinite Campus under this Agreement.
 - b) In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Infinite Campus affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Infinite Campus shall immediately inform Licensee of such request in writing, if it is allowed to do so. Infinite Campus shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Infinite Campus receive a court order or lawfully issued subpoena seeking the release of such data or information, Infinite Campus shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
 - c) If Infinite Campus experiences a security breach concerning any education record covered by this Agreement, Infinite Campus shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Infinite Campus of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Infinite Campus to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage, or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state, or administrative in nature.
 - d) Upon termination of this Agreement, Infinite Campus shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3(b) of this Agreement. Infinite Campus shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Infinite Campus as to how such information shall be returned and/or destroyed. Furthermore, Infinite Campus shall ensure that it disposes of all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g., shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- 8.10 Export Rules. Licensee agrees that Infinite Campus Products will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving Infinite Campus Products. All rights to use Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section.

- 8.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute Infinite Campus Products and Services is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and/or “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire Infinite Campus Products and Services with only those rights set forth herein.
- 8.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document related hereto shall be deemed (a) to be “written” or “in writing,” (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an email message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

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

Infinite Campus, Inc.

Signature: *Stephanie Svoboda*
 Name: Stephanie Svoboda
 Title: Authorized Signer
 Date: Jun 1, 2022

Licensee

Signature: *Craig Woods*
Craig Woods (Aug 22, 2022 07:42 MDT)
 Name: Craig Woods
 Title: Superintendent
 Date: Aug 22, 2022

Amendment to the Infinite Campus END USER LICENSE AGREEMENT

This Amendment ("Amendment") to the Infinite Campus End User License Agreement ("EULA"), is made between Infinite Campus, Inc. ("Infinite Campus") and Emmett Independent School District 221 (the "Licensee") and amends the agreement between the same parties titled End User License Agreement executed concurrently.

1. Infinite Campus represents that it has signed an Assignment and Assumption of Customer Contracts agreement with Voxology Integrations, Inc. d/b/a Shoutpoint which assigns the agreement between Licensee and Shoutpoint to Infinite Campus, Inc.
2. The third-party service order between the Licensee and Voxology Integrations, Inc. d/b/a Shoutpoint is hereby terminated.
3. The Campus Messenger Terms & Conditions, attached hereto and incorporated herein by reference, is added to the EULA.
4. It is the parties' intention that the new reference to Messenger and the new Infinite Campus Messenger Terms & Conditions replace any old references to Messenger and previous Shoutpoint terms and conditions.

IN WITNESS WHEREOF, this Amendment to the EULA has been executed by the duly authorized representative of Company and Licensee.

Infinite Campus, Inc.

By: *Stephanie Svoboda*
Name: Stephanie Svoboda
Its: Authorized Signer
Date: Jun 1, 2022

Licensee

By: *Craig Woods*
Craig Woods (Aug 22, 2022 07:42 MDT)
Name: Craig Woods
Its: Superintendent
Date: Aug 22, 2022



CAMPUS MESSENGER TERMS & CONDITIONS

If Licensee has chosen Campus Messenger, then the following terms apply (the "Agreement"):

1. Services

- 1.1. Infinite Campus, or an authorized third party, (the "Provider"), will provide the Licensee with non-exclusive and non-transferable access to Provider's telephony engine, which includes an application programming interface accessed through Infinite Campus' product, which provides a means to create, manage, and send telephone messages to students, parents, legal guardians, school faculty, and school district personnel (cumulatively, the "Services").
- 1.2. The Provider will allocate capacity for unlimited messaging based on the number of students enrolled, as certified by the state in which the Licensee is located. The Services will be provisioned in batches of students based on the student count. The Services may be used for an unlimited number of voice and SMS messages if messages are directly related to school business, although after the first year of Services, the Provider reserves the right to institute a monthly limitation on usage for subsequent terms by providing Licensee with written notice at least sixty (60) days prior to the expiration of then then-current term.
- 1.3. In emergency circumstances, defined as circumstances when Licensee's authorized personnel, reasonably and in good faith, believe communication will assist in the elimination or mitigation of physical harm to students, faculty, employees, or invitees, the subscribed capacity may burst to additional paths, which incrementally increases the speed that the messages are disseminated.

2. License and Content.

- 2.1. Subject to Licensee's compliance with this Agreement, Infinite Campus hereby grants Licensee a non-exclusive license, during the applicable order term, to use the Services. Licensee acknowledges that the Services; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other intellectual property rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Infinite Campus.
- 2.2. Licensee agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Licensee's internal business purposes, Licensee may not resell the Services or otherwise generate income from the Services.
- 2.3. Licensee is solely responsible for the information or content submitted, posted, transmitted, or made available through its use of the Services (the "Content"). Licensee is responsible for maintaining the confidentiality of the Content, its accounts

used in conjunction with the Services, and for all uses of the Services, whether or not authorized by the Licensee, including unintended usage. Licensee acknowledges and agrees that Infinite Campus does not control nor monitor the Content nor guarantee the accuracy, integrity, security, or quality of such Content.

3. Term and Termination

- 3.1. The term of this Agreement shall begin as of the date of signature on the applicable Order and Pricing Schedule (the "Effective Date") and remain in effect until completed or terminated as provided herein.
- 3.2. Any order for the Services ("Order") may be terminated as follows:
 - a) by either party, with or without cause, with no less than thirty (30) days written notice;
 - b) by either party upon the failure by the other party to perform any material obligation hereunder that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party;
 - c) immediately by either party upon the violation by the other party of any applicable state or federal law, statute, rule, or regulation in relation to its performance of the Order; provided that such right to terminate shall only be available for thirty (30) days from the time that the non-violating party is aware or should have been aware of such violation; or
 - d) by Infinite Campus, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Infinite Campus may take any or all the following actions any time undisputed payments are more than fourteen (14) days in arrears:
 - i. suspend the Services; or
 - ii. withhold data, materials, or reports.

4. Pricing

Licensee agrees to pay for the Services in accordance with the rates and amounts set forth in the applicable Order and Pricing Schedule, in addition to all applicable taxes, fees and other charges set forth on the invoice. Any sum due Infinite Campus hereunder will be due and payable as set out in Licensee's EULA. In the event part of an invoice is in dispute, Licensee agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, otherwise Licensee will be deemed to agree to such charges.

5. Representations and Warranties

- 5.1. Infinite Campus warrants that, during the ninety (90) day period commencing on the Effective Date (the "Warranty Period"), the Services will operate in substantial conformity with the documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates, and new releases provided by Infinite Campus to Licensee and the

absence of damage or abuse to the Services.

5.2. Infinite Campus does not warrant or guarantee, in any way, Licensee's results from using the Services. If a material defect occurs, Infinite Campus' sole obligation under this warranty is to remedy such defect in a commercially reasonable manner.

5.3. Licensee agrees to provide and maintain systems and materials reasonably required by Infinite Campus to perform the Services, including but not limited to: Licensee databases (the "Licensee Data"). Infinite Campus shall not be liable hereunder for the Licensee Data, including the failure by Licensee to timely provide any necessary Licensee Data.

5.4. Each party represents and warrants that:

- a) its execution and performance of this Agreement will not violate any provision of law, rule, regulation to which such party is subject;
- b) it will comply with all laws, rules, and regulations pursuant to which such party conducts its business and operation;
- c) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
- d) the execution, delivery and performance of this Agreement has been duly authorized by such party;
- e) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained by it for it to enter into and perform its obligations under this Agreement; and
- f) it possesses all necessary authority to enter into this Agreement.

5.5. Licensee represents and warrants that:

- a) it has the legal right to use and send all Content to the recipients (including obtaining any required consent from each recipient);
- b) it is the transmitter of all Content and Infinite Campus is merely acting at Licensee's direction as a technology conduit for the transmission of the Content;
- c) Infinite Campus' use of the Content in performing the Services shall not violate the rights of any third party or any law, rule, or regulation; and
- d) it will not transmit or allow to be transmitted any Content that:
 - i. it does not have a right to make available under any law or under contractual or fiduciary relationship;
 - ii. is false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or harmful to minors in any way;
 - iii. infringes any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party;

iv. utilizes any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or

v. interferes with or disrupts the Services or servers or networks.

e) it has prior express consent to contact each wireless phone number delivered by Licensee to Infinite Campus in connection with the provision of any Services for delivering a prerecorded message or text (each a "Notification"), and that the intended contact recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number. Upon request by Infinite Campus, Licensee shall promptly provide, in writing, proof of prior express consent and Licensee's processes for consent management; and

f) it:

- i. has incorporated an interactive opt-out mechanism as part of any program relating to any Notification;
- ii. the contacts that are the subject of such Notification are not initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations"); and
- iii. it has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Abusive Telemarketing Acts or Practices rule.

5.6. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INFINITE CAMPUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE SERVICES AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.7. Licensee and Infinite Campus will comply with the Family Educational Rights and Privacy Act ("FERPA") and Licensee will indemnify Infinite Campus in the event that it is not found to be a "School Official" (as that term is used in FERPA and its implementing regulations).

5.8. Licensee acknowledges and agrees that where Infinite Campus reasonably believes that Licensee may not have complied with all laws, rules, and regulations applicable to the performance of notifications, Infinite Campus may, in its sole discretion:

- i. scrub all numbers against any appropriate database to remove all wireless phone numbers;
- ii. insert an interactive opt-out mechanism and pass the resulting data to Licensee; or
- iii. suspend the Services.

5.9. Licensee shall indemnify, defend, and hold Infinite Campus, its affiliates and their officers, directors, employees, and agents, harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable

attorneys' fees and expenses) arising out of or resulting from Infinite Campus following Licensee's instructions in sending the Content, Notifications, or Solicitations, or Licensee's breach of any representation and warranty set forth herein.

6. Confidentiality

6.1. Each party may disclose (the "Discloser") confidential and proprietary information ("Confidential Information") to the other party (the "Recipient"). In each such case, to the extent permitted by law, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party's affiliates, employees or agents who have a need to know such Confidential Information to perform such party's obligations under this Agreement. Infinite Campus' Confidential Information shall include the computers, systems and software operating the Services and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Infinite Campus, its affiliates, or their employees, suppliers, or agents. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Order or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient's backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

6.2. Notwithstanding any other term hereof, the term "Confidential Information" shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-Confidential basis from a source other than Discloser that is not under an obligation to keep such information Confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure Confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

7. Indemnification

7.1. Licensee shall indemnify, defend and hold Infinite Campus, its affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of

loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by Licensee of any term of this Agreement or an Order; or (b) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Services.

7.2. Infinite Campus shall indemnify, defend, and hold Licensee, its affiliates and their officers, directors, employees, and agents harmless from and against all third-party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Infinite Campus of any term of this Agreement or an Order. Nothing herein shall require Infinite Campus to indemnify the Licensee for any claim or any portion of any claim that arises from the Licensee's reckless, wanton, wrongful, or otherwise negligent acts of the Licensee.

7.3. The Provider will have the obligation and right at the entire expense of the Provider to defend any claim, suit or proceeding brought against Licensee its affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by the Provider infringes a United States copyright or a United States patent issued as of the effective date of the applicable Order, provided that the Provider will have no indemnity obligation or other liability hereunder arising from: (1) Licensee's willful, reckless, wanton, wrongful, or otherwise negligent acts; (2) breach of the Agreement or an Order or alteration of the Services as provided by Infinite Campus; (3) combination of the Services with any other Licensee products, materials, or services not provided by Infinite Campus; or any (4) third-party products or services. Notwithstanding the foregoing, to be indemnified to the extent stated, the Licensee must operate the Services within the instructions and technical limits provided or approved by the Provider. If such a claim is or is likely to be made, the Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Licensee the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are noninfringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of the Provider, and the exclusive remedy of Licensee, with respect to infringement of proprietary rights.

7.4. The party claiming indemnification shall: (a) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the willfulness on the part of the indemnified party or negligence of the indemnified party.

8. Notices

All notices, consents, waivers, and other communication under this Agreement must be in writing and shall be deemed given: (a) if by

hand delivery, upon receipt; (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, sent certified mail return receipt requested; or (c) if by a nationally recognized express delivery service, upon such delivery confirmed by tracking number; or (d) if by email, upon confirmed receipt of such transmission, to the recipient address set forth herein or to such other addresses as either party may designate from time to time by written notice to the other party hereto.

9. Assignment

This Agreement may not be assigned or transferred by a party thereto without the prior written consent of the other party. Notwithstanding the foregoing, Infinite Campus may freely assign this Agreement and Orders to an affiliate or to an acquirer of all or part of Infinite Campus' business or assets, whether by merger or acquisition. Licensee shall not assign, transfer, sublicense, or otherwise convey its right to use the Services hereunder, or any part thereof, to any person, by operation of law or otherwise, without Infinite Campus' prior written consent, which may be given or withheld in Infinite Campus' sole discretion. Any breach or attempted breach of this provision shall be null and void and shall entitle Infinite Campus to immediately terminate this Agreement without any cure period.

10. Miscellaneous

10.1. Each component licensed under this Agreement that constitute Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire Infinite Campus Products and Services with only those rights set forth herein.

10.2. This Agreement, in conjunction with the applicable Licensee End User License Agreement ("EULA"), constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and the applicable Order and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral.

10.3. No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

10.4. This Agreement is not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Infinite Campus is an independent contractor in performing the Services.

10.5. This Agreement shall be governed under the laws of Minnesota without regard to any choice of law principles. If Licensee is not legally allowed to accept Minnesota as the choice of law, this Agreement shall be governed under the laws of the state in which the Licensee is located.

10.6. All users of the Services must adhere to the terms of this Agreement. Infinite Campus has the right, but is not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation, and prosecution. Infinite Campus may also access and disclose any information (including

transactional information) related to Licensee's access and use of Infinite Campus' website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our Licensees; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

10.7. If at any time during the Term of this Agreement or any Order, Infinite Campus believes that it is required by law to collect any taxes for which Licensee would be responsible for paying, Infinite Campus shall notify Licensee of such taxes, collect such taxes directly from Licensee and remit such taxes to the appropriate governmental authority. If any taxing authority determines at any time that Infinite Campus has incorrectly determined any tax liability regarding taxes for which Licensee is responsible pursuant to this Agreement or any Order, Infinite Campus shall have the right to invoice Licensee for such taxes determined by such taxing authority to be due and owing. If Licensee is exempt from taxes, Licensee shall provide a copy of any documentation evidencing such exemption before it begins to receive any of the Services.

10.8. If any provision of this Agreement or the applicable Order is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement and the applicable Order will continue in effect and be valid and enforceable to the fullest extent.

10.9. This Agreement and Orders are for the sole benefit of the parties to such Order and are not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

10.10. "Including" means "including, without limitation", and "days" refers to calendar days. This Agreement and each Order is the joint work product of the parties thereto, and no inference may be drawn or rules of construction applied against either party to interpret ambiguities. If any terms of this Agreement and an Order conflict, the terms of the Order will govern for that Order only. No preprinted or form terms, including on any purchase order, will apply.

10.11. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement, nor use the other party's name or trademarks (or any variation thereof), without the other party's prior written consent.

10.12. Neither party shall be liable for delays and/or defaults in its performance (other than Licensee's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemics, pandemics; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or

requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

- 10.13. Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.
- 10.14. All provisions of this Agreement or any Orders which by their nature should survive termination shall survive termination of this Agreement.
- 10.15. Each party will comply with all applicable personal data protection and privacy laws where such party is located (the "Data Protection Laws"). The parties acknowledge and agree that: (i) Infinite Campus may have access to personal data under the Data Protection Laws and will: (a) use it solely for the purpose of providing the Services; (b) process it only in accordance with Licensee's instructions; and (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it; (ii) personal data may be processed by Infinite Campus and its affiliates in the United States; and (iii) Licensee is the data controller and retains full responsibility for the data processed on its behalf by Infinite Campus acting as data processor.

11. Limited Warranty and Limitation of Liability

- 11.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, INFINITE CAMPUS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND INFINITE CAMPUS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. INFINITE CAMPUS EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.
- 11.2. NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.
- 11.3. EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INFINITE CAMPUS FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO INFINITE CAMPUS BY LICENSEE UNDER THE Order APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

Order and Pricing Schedule

Order and Pricing Schedule for Emmette Independent School District 221, ID.

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	6/1/2010	2,594	Recurring	\$6.00	\$15,564.00
Messenger with Voice Tiered License Fee (1 - 10,000 Students)	6/1/2016	2,594	Recurring	\$0.90	\$2,334.60
Telecom Fee	6/1/2022	9	Recurring	\$345.00	\$3,105.00
Food Service Tiered License Fee (1 - 5,000 Students)	6/1/2017	2,594	Recurring	\$2.00	\$5,188.00
Infinite Campus Services, Standard Cloud Hosting Services – SIS	6/1/2010	2,594	Recurring	\$0.75	\$1,945.50
Infinite Campus Services, Software Support – SIS	6/1/2010	2,594	Recurring	\$3.00	\$7,782.00
Infinite Campus Services, Tiered Software Support – Messenger with Voice (1 - 10,000 Students)	6/1/2016	2,594	Recurring	\$0.25	\$648.50
Infinite Campus Services, Tiered Software Support – Food Service (1 - 5,000 Students)	6/1/2017	2,594	Recurring	\$0.40	\$1,037.60
Campus Passport	6/1/2016	2,594	Recurring	\$0.50	\$1,297.00
Messenger - Remote Dial-In	6/1/2016	1	One Time	Flat	PAID
Messenger - SMS	6/1/2016	1	One Time	Flat	PAID
Online Payments - Payrix	6/1/2021	1	One Time	Flat	PAID
Campus Learning-District License Fee	6/1/2022	2,594	One Time	\$1.00	\$2,594.00
Campus Learning-District License Fee - Ramp Up Pricing	6/1/2023	2,594	One Time	\$1.50	\$3,891.00
Campus Learning-District License Fee - Final Pricing	6/1/2024	2,594	Recurring	\$2.00	\$5,188.00
2022/2023 Annual Total					\$41,496.20
2023/2024 Annual Total					\$42,793.20
Annual Recurring Total (Starting June 1, 2024)					\$44,090.20

Emmett Independent School District 221

By:


Craig Woods (Aug 22, 2022 07:42 MDT)

Name:

Craig Woods

Its:

Superintendent

Date:

Aug 22, 2022

Emmett Independent School District, ID - Messenger Billing Transition & CL Price Increase

Final Audit Report

2022-08-22

Created:	2022-06-01
By:	Stephanie Svoboda (Stephanie.Svoboda@infinitecampus.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUOift3-YtUUaMQ6X-MFa8o4Fk-Z7js7v

"Emmett Independent School District, ID - Messenger Billing Transition & CL Price Increase" History

 Document created by Stephanie Svoboda (Stephanie.Svoboda@infinitecampus.com)
2022-06-01 - 9:46:03 PM GMT- IP address: 174.199.43.138

 Document e-signed by Stephanie Svoboda (Stephanie.Svoboda@infinitecampus.com)
Signature Date: 2022-06-01 - 9:47:18 PM GMT - Time Source: server- IP address: 174.199.43.138

 Document emailed to cwoods@isd221.net for signature
2022-06-01 - 9:47:20 PM GMT

 Email viewed by cwoods@isd221.net
2022-06-01 - 9:47:28 PM GMT- IP address: 66.249.84.34

 Email viewed by cwoods@isd221.net
2022-08-13 - 9:38:12 PM GMT

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2022-08-15 - 9:56:38 PM GMT

 Email viewed by cwoods@isd221.net
2022-08-16 - 10:46:38 PM GMT

 Email viewed by cwoods@isd221.net
2022-08-17 - 11:02:18 PM GMT

 Email viewed by cwoods@isd221.net
2022-08-18 - 11:13:04 PM GMT

 Email viewed by cwoods@isd221.net

2022-08-19 - 10:21:27 PM GMT

 Email viewed by cwoods@isd221.net

2022-08-20 - 9:45:17 PM GMT

 Email viewed by cwoods@isd221.net

2022-08-22 - 1:40:55 PM GMT

 Signer cwoods@isd221.net entered name at signing as Craig Woods

2022-08-22 - 1:42:22 PM GMT

 Document e-signed by Craig Woods (cwoods@isd221.net)

Signature Date: 2022-08-22 - 1:42:24 PM GMT - Time Source: server

 Agreement completed.

2022-08-22 - 1:42:24 PM GMT