

BoardBook®
Subscription Agreement

This Subscription Agreement (this "Agreement") is entered into by and between the Texas Association of School Boards, Inc. ("Association") and the undersigned subscribing entity (the "Subscriber") for the BoardBook® on-line meeting facilitation software ("BoardBook").

1. Definition of BoardBook

BoardBook shall mean the Internet-based application that enables the user to create electronic board meeting agendas and then to compile those agendas with supporting documents into complete electronic board meeting packets. BoardBook further shall mean the initialization, training, and support Subscriber receives under this Agreement. BoardBook may be provided in conjunction with one or more third-party affiliates ("Affiliates") who are not parties to this Agreement.
2. Technical Support

BoardBook will provide Subscriber with on-line Internet and telephone technical support. This technical support is not intended to serve as, and is not, legal advice. In the event that Subscriber requires legal advice on any issue, including but not limited to requirements about meeting agendas, Subscriber and its users should consult Subscriber's attorney. Neither BoardBook nor the Association shall be responsible for supporting third-party software applications installed on Subscriber's computers or network.
3. Commencement Date

This Agreement will commence on September 21, 2012.
[If no date is specified, this Agreement will commence on the date as of which Association receives both this executed Agreement and either Subscriber's purchase order or payment of the initial term fee required under Section 5 (Fees) of this Agreement.]
4. Term

The initial term of this Agreement will begin upon the Commencement Date and end a year later. Unless terminated as provided in this Agreement, this Agreement will automatically continue as follows. At any time during the 12 months following the expiration of the initial term, Association may realign the term of this Agreement in order to have subsequent renewals coincide with the uniform annual renewal term it has established for BoardBook (September 1 – August 31). If the term is realigned by Association, Subscriber will be provided with written notice of the Fee for that realignment period as provided in Section 5 (Fees) of this Agreement. This Agreement will then continue to automatically renew annually, on either the anniversary of the initial term or first day of the uniform annual renewal term, whichever is applicable.
5. Fees

The BoardBook licensing and maintenance/support fee ("Fee" or "Fees") for the initial term is \$2000.00 dollars. Association will provide Subscriber with at least 30 days' advance written notice of any change in Fees before a renewal term begins. The written notice may be in the form of an invoice or other written document, and such written notice will automatically supersede the prior Fee amount upon the next renewal term.

6. **Grant of License** In accordance with and subject to the terms of this Agreement, Association grants Subscriber a limited, non-transferable, non-exclusive license to use BoardBook for the sole purpose of supporting Subscriber's internal business operations.
7. **BoardBook Ownership** A. Association possesses all proprietary rights to BoardBook. Subscriber acknowledges and agrees that it holds no proprietary rights related to BoardBook. Proprietary rights include, but are not limited to, all right title and interest in and to BoardBook software and programming codes, the end user interface, the BoardBook trade name and all BoardBook features. Subscriber cannot sublicense, assign, rent, lease, give away or otherwise distribute or transfer any part of BoardBook to another party; cannot reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from BoardBook or permit another party to do so; cannot process or permit to be processed the data of any other party except as specifically contemplated by this Agreement; and cannot adapt, modify or alter any part of the application on the BoardBook server or separate the component parts of BoardBook for any reason. Legal action may be initiated against Subscriber, including any of its users, for violating these conditions.
- B. Except as otherwise provided by Section 12 (Subscriber's Responsibility for Content), in the event of any claim or proceeding against Subscriber arising from allegations that the BoardBook application, as licensed by Association, infringes on the proprietary rights of any third party, Association will indemnify Subscriber, provided that Subscriber promptly notifies Association in writing and grants Association full authority to defend and settle such matter. Association shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, Association shall neither be liable or responsible for, and Association's indemnification shall not extend to, any content uploaded or entered into BoardBook by Subscriber or any of its users.
8. **Subscriber's Data** Content uploaded or entered into BoardBook by Subscriber or any of its users shall belong to Subscriber for use as it sees fit. Notwithstanding anything in Section 7 (BoardBook Ownership), Subscriber has a right to access its information stored on the BoardBook server within the BoardBook application as provided in this Agreement.
9. **Application Access** BoardBook will provide a Web-based interface for the application. Access to the application is restricted to authorized users designated by Subscriber. Authorized users will be able to use the application by means of individualized controlled access accounts.
10. **Designated Contact** Subscriber agrees to designate a primary contact and provide, at a minimum, the name, title, phone number, and e-mail address for such contact. Association will use this contact information to initialize the subscription and schedule training. Subscriber agrees to keep all contact information up-to-date in response to turnover or other position changes.

11. Accounts and Passwords
- Subscriber is responsible for all user accounts and passwords used to access BoardBook. Subscriber is responsible for maintaining the confidentiality of its accounts and passwords. Subscriber agrees to notify Association immediately of any unauthorized use of Subscriber's accounts of which the Subscriber becomes aware.
12. Subscriber's Responsibility for Content
- The obligation to conduct board meetings in accordance with law and applicable policy resides entirely with Subscriber. Subscriber is solely responsible for all communications performed by means of BoardBook. Subscriber agrees not to use BoardBook to communicate any message or material that is harassing, libelous, threatening, or obscene; that would violate any intellectual property rights of others or is otherwise unlawful; that would give rise to civil liability; or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation. Subscriber understands that although Association is not responsible for Subscriber's communications, if Association becomes aware of any communication that would violate this section, it may suspend the communication and may suspend Subscriber's use of BoardBook or may terminate this Agreement.
13. Open Meetings and Public Information
- Subscriber agrees that it is solely responsible for complying with federal, state and local law or policy pertaining to public meetings and public records, where applicable. In the event a third party requests information or otherwise submits an inquiry concerning Subscriber's compliance with any such requirements, Association will direct the third party to contact Subscriber. Association is not the custodian of Subscriber's records for any purpose.
14. Archive of Records
- The BoardBook Web site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Subscriber is responsible for creating its own archive of the agenda materials created by use of the BoardBook application. For as long as this Agreement is in effect, Association or its Affiliates will take reasonable precautions to preserve and protect the information that Subscriber places on the BoardBook server for five (5) years, from the date such data is loaded into BoardBook. However, Subscriber should not rely on the BoardBook Web site as its only storage facility. Subscriber should preserve backup copies of any digital data, information or other materials that it may have uploaded or that were created by use of BoardBook. To the fullest extent permitted by law, Subscriber agrees not to hold Association or its Affiliates liable for any damage to, any deletion of, or any failure to store Subscriber's files or data. Thirty (30) days after this Agreement terminates, for any reason, Subscriber's BoardBook material and information will be deleted.
15. Confidentiality
- Subscriber acknowledges that the BoardBook application and the supporting documentation and programming for BoardBook are confidential in nature and constitute a trade secret. To the fullest extent authorized by law, Subscriber agrees to hold all BoardBook information confidential and shall instruct its employees and agents of Subscriber's obligations under this Agreement and ensure that its employees and agents comply with such obligations. Association agrees to hold private

Subscriber's BoardBook archives and files and not to release Subscriber's data unless required by law. In the event of required release, Association will provide Subscriber with prior notice if legally permissible.

16. Hosting and
Availability of
BoardBook

BoardBook will be accessible at the URL provided to Subscriber. Subscriber understands and agrees that BoardBook may be inaccessible or inoperable from time to time for reasons that include, but are not limited to: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which may be undertaken from time to time; or (c) causes beyond Association's control or that Association cannot reasonably foresee, such as interruption or failure of telecommunication or digital transmission links, hostile network attacks, and network congestion or other failures. Association will use commercially reasonable efforts to advise you when the BoardBook application will be down for significant scheduled maintenance.

17. No Warranty

**THE FOLLOWING APPLIES TO THE FULLEST EXTENT AUTHORIZED BY
LAW, UNLESS PROHIBITED BY CODIFIED LAW OR CONTROLLING JUDICIAL
DECISION:**

A. Subscriber understands and agrees that BoardBook and the BoardBook Web site itself are provided "as is" and "as available." Unless specifically provided otherwise in this Agreement, Association expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Without limiting the foregoing, the Association makes no warranty or representation regarding any information, materials, goods or services obtained through Association or BoardBook, or that BoardBook will meet Subscriber's requirements or be uninterrupted, timely, secure or error free, or that the results that may be obtained from the use of the resources or materials will be effective, accurate or reliable, or that the quality of any products, services, or information purchased or obtained by the Subscriber will meet its expectations or be free from mistakes, errors or defects. Use of the BoardBook Web site and resources are at Subscriber's sole risk. Subscriber will be solely responsible for any damage to Subscriber (including but not limited to damage to Subscriber's computer system or loss of data that results from such activities) resulting from the use of BoardBook or its Web site.

B. The BoardBook Web site may include technical or other mistakes, inaccuracies or typographical errors. Association or its Affiliates may make changes to the materials and resources at this Web site, at any time, without notice. The materials or resources at the BoardBook Web site may be out of date, and Association or its Affiliates make no commitment to update such materials or resources.

C. In addition, the materials on the BoardBook Web site may include sample or form notices, resolutions, agreements, letters or other documents, including financially or legally significant documents (the "Templates"). These Templates are provided solely as examples of typical documents of their kind, and the delivery and use of Templates do not

constitute legal, accounting, or other professional advice. Under no circumstances will Association or its Affiliates be liable for any loss or damages caused by Subscriber's reliance on information or material obtained through the BoardBook Web site, including Subscriber's use of any of the Templates. It is Subscriber's responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinions, advice, Templates or other content available on or through the BoardBook Web site. In particular, Subscriber is urged to consult an appropriate professional licensed in its jurisdiction before using any Templates or otherwise relying on any legal, accounting, or other professional advice or information obtained through the BoardBook Web site.

18. Limitation of Liability

**THE FOLLOWING APPLIES TO THE FULLEST EXTENT AUTHORIZED BY LAW
UNLESS PROHIBITED BY CODIFIED LAW OR CONTROLLING JUDICIAL
DECISION:**

A. Subscriber's exclusive remedy and Association's (or its Affiliates') entire liability, if any, for any claims arising out of this Agreement and Subscriber's use of BoardBook is limited to the amount Subscriber paid Association for BoardBook during the 12-month period before the act giving rise to the liability.

B. Neither Association nor its Affiliates will be liable to Subscriber or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, including without limitation, those resulting from loss of use, data, or profits, arising out of or in connection with the use of BoardBook, its Web site, or of any Web site referenced or linked to or from the BoardBook site.

19. Termination

Subscriber may discontinue the automatic renewal of this Agreement by giving Association 30 days' prior written notice of termination before the next renewal begins; or Subscriber may terminate this Agreement at any time, for any reason, during the middle of a term by giving Association 30 days' prior written notice of termination. However, in the event of a mid-term termination, no prorated refunds will be given to Subscriber and Subscriber will remain responsible for all unpaid Fees. In addition, Association may terminate this Agreement immediately if Association has not received payment from Subscriber within 30 days after the next renewal begins. Association also may terminate this Agreement immediately if Subscriber violates Section 12 (Subscriber's Responsibility for Content) of this Agreement and Subscriber shall not be eligible for a prorated refund.

20. Attorney Fees

Subscriber agrees that in any suit or legal proceeding relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees that are equitable and just.

21. Governing Law

This Agreement shall be construed under the laws of the State of Texas.

22. Authority Subscriber represents that the person signing this Agreement has full authority to enter into the Agreement. Further, either party may rely upon a facsimile signature as if it were an original, and the failure of a party to have possession of a manually executed original will not affect the validity, enforceability, or binding nature of this Agreement.
23. Entire Agreement This Agreement contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any contingencies contained on any purchase order or other writing that may accompany Subscriber's order is not binding upon Association. The terms and conditions of this Agreement prevail regardless of any conflicting terms on the purchase order or other correspondence not described in this Agreement.
24. Amendments Association may amend the terms of this Agreement, including Fees (via invoice or other written document), without securing further signature from Subscriber. However, any such amendment must be presented to Subscriber's designated contact (see Section 10) at least 30 days before the beginning of the next renewal term in order for it to apply.

Please sign, provide the requested information, and return the executed Agreement to:

By email: boardbook@boardbook.org
By fax: 512-467-3618
By mail: Texas Association of School Boards
 Attn: BoardBook
 P.O. Box 400
 Austin, TX 78767-0400

Subscriber/Account Name: Emmett School District (ISD 221)
Signature: Wayne L. Rush
Printed Name: Wayne L. Rush
Title: Superintendent
Purchase Order Number (optional): 120264

Additional Subscriber Information for U.S. Subscribers:

State of Domicile: Idaho

Governmental Entity? ☐ Yes or ☐ No

Sales Tax Exempt? ☒ Yes or ☐ No

If Yes, provide a copy of your Sales Tax Exemption Certificate

INVOICE TO:

INDEPENDENT SCHOOL DISTRICT #221

400 S Pine St, Suite 1

Emmett, Idaho 83617

(208) 365-6301 Phone/fax (208) 365-2961

PURCHASE ORDER

P.O. NUMBER: 120264

VENDOR KEY : BOARDBOO000

PAGE NUMBER: 1

P.O. DATE : 09/19/2012

SHIP DATE : 09/19/2012

FISCAL YEAR: 2012-2013

ENTERED BY : VAUGHCRY000

PRINTED 09/21/2012

COMPANY:

TEXAS ASSOC OF SCHOOL BOARDS /
PO BOX 400
AUSTIN, TX 78767-0400

Phone:

Fax: (512) 467-3618

DELIVER TO:

EMMETT SCHOOL DISTRICT #221
400 S PINE ST STE 1
EMMETT, ID 83617

QUANT.	UNIT OF MEASURE	CATALOG NUMBER/DESCRIPTION	UNIT COST	TOTAL COST
1		BOARDBOOK ON-LINE MTG FACILITATION SOFTWARE	2000.00000	2000.00

USE P.O. NUMBER ON ALL CORRESPONDENCE

T A X E X E M P T I O N STHE EMMETT SCHOOL DISTRICT IS A TAX
EXEMPT EDUCATIONAL FACILITY
X-22929-E-821 FED EIN: 82-6001228

PURCHASE APPROVED BY:



P.O.: 120264	ACCOUNT SUMMARY (FOR INTERNAL USE)	VENDOR KEY : BOARDBOO000
ACCOUNT	AMOUNT	ACCOUNT
100 E 631000 410 000 000	2000.00	AMOUNT

ST-101EFO00149
10-20-09

Idaho State Tax Commission

SALES TAX RESALE OR EXEMPTION CERTIFICATE

Seller's Name Board Book			Buyer's Name Emmett School District #221		
Address PO Box 400			Address 400 So. Pine Street Suite 1		
City Austin	State TX	Zip Code 78767	City Emmett	State ID	Zip Code 83617

1. Buying for Resale. I will sell, rent, or lease the goods I am buying in the regular course of my business.

- a. Primary nature of business _____ Describe the products you sell, lease, or rent _____
- b. Check the block that applies: ☐ Idaho registered retailer. Seller's permit number _____
☐ Wholesale only, no retail sales (required - see instructions)
☐ Out-of-state retailer, no Idaho business presence

2. Producer Exemptions (see instructions). I will put the goods purchased to an exempt use in the business indicated below.

Check the block that applies and complete the required information.

- ☐ Logging Exemption
☐ Broadcasting Exemption
☐ Publishing Free Newspapers
☐ Production Exemption (check one): ☐ Farming ☐ Ranching ☐ Manufacturing ☐ Processing ☐ Fabricating ☐ Mining

List the products you produce: _____

3. Exempt Buyer. All purchases are exempt, and no permit number is required. Check the block that applies.

- | | | | |
|--|---|---|---|
| ☐ Advocates for Survivors of Domestic Violence and Sexual Assault, Inc. | ☐ Center for Independent Living | ☐ Nonprofit Children's Free Dental Service Clinic | ☐ Senior Citizen Center |
| ☐ American Indian Tribe | ☐ Emergency Medical Service Agency | ☐ Nonprofit Hospital | ☐ State/Federal Credit Union |
| ☐ American Red Cross | ☐ Federal/Idaho Government Entity | ☐ Nonprofit Museum | ☐ Volunteer Fire Department |
| ☐ Amtrak | ☐ Forest Protective Association | ☒ Nonprofit School | |
| ☐ Blind Services Foundation, Inc. | ☐ Idaho Foodbank Warehouse, Inc. | ☐ Qualifying Health Organization (see instructions for list) | |
| | ☐ Nonprofit Canal Company | | |

4. Contractor Exemptions (see instructions).

- a. Invoice, purchase order, or job number to which this claim applies _____
- b. City and state where job is located _____
- c. Project owner name _____
- d. This exempt project is: (check appropriate box)
☐ In a nontaxing state. (To qualify, materials must become part of the real property.)
☐ An agricultural irrigation project.
☐ For production equipment owned by a producer who qualifies for the production exemption.

5. Other Exempt Goods and Buyers (see instructions).

- | | |
|--|--|
| ☐ Aircraft used to transport passengers or freight for hire | ☐ Livestock sold at a public livestock market |
| ☐ Aircraft purchased by nonresident for out-of-state use | ☐ Medical items that qualify |
| ☐ American Indian buyer holding Tribal I.D. No. _____ | ☐ Pollution control items |
| This form doesn't apply to vehicles or boats. See instructions. | ☐ Research and development goods |
| ☐ Church buying goods for food bank or to sell meals to members | ☐ Snowmaking/grooming equipment, or aerial tramway component |
| ☐ Food bank or soup kitchen buying food or food service goods | ☐ Other goods or entity exempt by law under the following statute (required: _____) |
| ☐ Glider kits for IRP-registered vehicles | |
| ☐ Heating fuel | |

Buyer: Read and sign. I certify that all statements I have made on this form are true and correct to the best of my knowledge. I understand that falsification of this certificate for the purpose of evading payment of tax is a misdemeanor. Other penalties may also apply.

Buyer's Name (please print) Cheryl LaMunyon	Buyer's Signature Cheryl LaMunyon	Title Business Manager
Buyer's Federal EIN or Driver's License No. and State of Issue 82-6001228		Date 9/25/12

Seller: Each exemption a customer may claim on this form has special rules (see instructions). It's your responsibility to learn the rules. You must charge tax to any customers and on any goods that don't qualify for a claimed exemption and are taxable by law.

- This form may be reproduced.
- This form is valid only if all information is complete.
- The seller must keep this form.