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**WADSWORTH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING  
MONDAY, NOVEMBER 20, 2023

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

**AGENDA ADDENDUM**

**VI. Administrative Discussion Items, Presentations, and Updates**

- E. Set Board of Education Special Meeting

**VIII. Administrative Items**

- B. Action Consent Items

- 9. Recommendation to approve the following high school course, effective with the 2024-2025 school year:

- l) Modern Novel

- 25. Recommendation to approve two (2) Contract Addendums between Active Internet Technologies, dba Finalsite, and the Wadsworth City School District Board of Education

- 26. Recommendation to approve the Kahoot! Enterprise Agreement

**Agenda Detail**

**VIII. Administrative Items**

- B. Action Consent Items

- 9. **High School Course (Modern Novel):** The proposed [Modern Novel](#) high school English course being recommended for approval was unintentionally left off the meeting agenda last Friday (11/17).

- 25. **Finalsite Contract Addendums:** The first Finalsite contract being recommended for approval is for a program called Weglot Pro that will be used by our Technology Department, and the second contract being recommended for

approval is to move the Four Cities Compact website from its current host to Finalsite.

- 26. Kahoot! Enterprise Agreement:** The Kahoot! Enterprise Agreeing being recommended for approval will allow us to purchase use of the [Kahoot! Program](#) if a building would like to for their teachers.

## **COST/BENEFIT ANALYSIS/New ELA Course Planning**

### **Description of new program, course, or service:**

Modern Novel is a new course to be offered at Wadsworth High School as a semester-long elective in the English Department. This one-semester course is designed for students interested in exploring literature based on contemporary issues, themes, and artists. Contemporary literature is realistic and deals with all the facts of contemporary life and does not present merely a one-sided view of life. Contemporary young adult novels will be studied in-depth. Students will analyze, discuss, and research the challenging issues of our time utilizing book clubs, whole class reads, and choice reading.

### **Clearly stated goals and objectives:**

**RL.11-12.1** Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.

**RL.11-12.2** Analyze literary text development.

a. Determine two or more themes of a text and analyze their development over the course of the text, including how they interact and build on one another.

b. Produce a thorough analysis of the text.

**RI.11-12.3** Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.

**RL.11-12.4** Determine the connotative, denotative, and figurative meaning of words and phrases as they are used in the text; analyze the impact of author's diction, including multiple-meaning words or language that is particularly evocative to the tone and mood of the text.

**RL.11-12.5** Analyze how an author's choices concerning how to structure specific parts of a text (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall structure and meaning as well as its aesthetic impact.

**RL.11-12.6** Analyze a case in which grasping point of view or perspective requires distinguishing what is directly stated in a text from what is really meant (e.g., satire, sarcasm, irony, or understatement) and evaluate the impact of these literary devices on the content and style of the text.

**RL.11-12.7** Analyze multiple interpretations of a story, drama, or poem (e.g., recorded or live production of a play or recorded novel or poetry), evaluating how each version interprets the source text. (Include at least one play by Shakespeare and one play by an American dramatist.)

**RI.11-12.10** By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11–CCR text complexity band proficiently, with scaffolding as needed at the high end of the range, building background knowledge and activating prior knowledge in order to make personal, societal, and ethical connections that deepen understanding of complex text.

**W.11-12.1** Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.

a. Establish a clear and thorough thesis to present a complex argument.

b. Introduce precise, knowledgeable claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.

- c. Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level, concerns, values, and possible biases.
- d. Use words, phrases, and clauses as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.
- e. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.
- f. Provide a concluding statement or section that follows from and supports the argument presented.

**W.11-12.2** Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.

- a. Establish a clear and thorough thesis to present and explain information.
- b. Introduce a topic; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia to aid comprehension, if needed.
- c. Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.
- d. Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.
- e. Use precise language, domain-specific vocabulary, and techniques such as metaphor, simile, and analogy to manage the complexity of the topic.
- f. Establish and maintain a formal style and objective tone while attending to the norms and conventions of the discipline in which they are writing.
- g. Provide a concluding statement or section that follows from and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).

**W.11-12.4** Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience. (Grade-specific expectations for writing types are defined in standards 1–3 above.)

**W.11-12.5** Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience. (Editing for conventions should demonstrate

**W.11-12.6** Use technology, including the Internet, to produce, publish, and update individual or shared writing products in response to ongoing feedback, including new arguments or information.

**W.11-12.7** Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.

**W.11-12.8** Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the task, purpose, and audience;

integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.

**W.11-12.10** Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of tasks, purposes, and audiences.

**SL.11-12.1** Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11–12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.

**SL.11-12.3** Evaluate a speaker's perspective, reasoning, and use of evidence and rhetoric, assessing the stance, premises, links among ideas, word choice, points of emphasis, and tone used.

**SL.11-12.5** Make strategic use of digital media (e.g., textual, graphical, audio, visual, and interactive elements) in presentations to enhance understanding of findings, reasoning, and evidence and to add interest.

**L.11-12.1** Demonstrate command of the conventions of standard English grammar and usage when writing or speaking.

**L.11-12.2** Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing.

**L.11-12.3** Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or style, and to comprehend more fully when reading or listening.

**L.11-12.4** Determine or clarify the meaning of unknown and multiple-meaning words and phrases based on grades 11–12 reading and content, choosing flexibly from a range of strategies.

**Impact on staffing:**

No new staffing will be needed as this course will be led and taught by Lisa Smith. Additionally, I feel that there are multiple people within the English department who would be qualified to teach this class.

**Provisions required for class:**

The course will utilize the current book inventory of the English department so no new materials will need to be purchased. The teacher will also work with the Wadsworth Public Library to obtain reading materials.

**Impact on other programs, services, courses:**

This class will focus on teaching many of the same skills as our already approved English classes but will do so using new and diverse texts that have already been purchased by the district or have been obtained through grants. Because no actual textbooks will be required and all needed equipment is already available, no new funding will be needed

**Description of the evaluation process:**

As this class will function no differently than a regular Language Arts class, lessons will be expected to fit Ohio's Learning Standards for English Language Arts and evaluations should be based on all of the same criteria.

**Tangible/Intangible Benefits:**

Students will advance their English, speech, analytical, and writing skills while utilizing book clubs with central themes as well as choice reading books to supplement student choices as it pertains to their own interests and desires. Young adult modern novels give students a new perspective.

As stated by Rudine Simms Bishop:

“Books are sometimes windows, offering views of worlds that may be real or imagined, familiar or strange. These windows are also sliding glass doors and readers have only to walk through in imagination to become part of whatever world has been created and

recreated by the author. When lighting conditions are just right, however, a window can also be a mirror. Literature transforms human experience and reflects it back to us, and in that reflection, we can see our own lives and experiences as part of the larger human experience. Reading, then, becomes a means of self-affirmation, and readers often seek their mirrors in books” (<https://library.ncte.org/journals/LA/issues/v85-2/6175>)

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Wadsworth City School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

**A. Products and Services Pricing Summary**

*\* Indicates products added*

**[X]** *Indicates products removed*

**CMS Platform**

Setup and Creative and Professional Services	
<p><b>* Software Setup</b>                      View a detailed description of what is included in your software package here <a href="https://www.finalsite.com/ssu">https://www.finalsite.com/ssu</a></p>	

**Translation**

Translation	
<p><b>* Weglot Pro (5 languages, 200K words)</b></p>	

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

**Special Provisions:**

The following special provisions supercede the Master Terms and Agreements referenced above and within this agreement:

Client is adding Weglot Pro to the website/CMS contract.

**Weglot Pro:**

- 5 languages and 200,000 words translated
- Cost: \$1,000/year + \$500 setup
- Period 1 cost is prorated to \$584 for 12/1/2023–6/30/2024

This addendum is subject to the revised master terms, as cited in the primary contract signed 1/6/2022, the revised master terms (as included via <https://docs.google.com/document/d/1ShRhf2qU6sCnNOXZJPAdYhx2SS57vGei1nwy0B5WJDw>) and replicated herein:

**B. Payment Terms**

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified, all dollars (\$) are United States currency.
3. Sales/VAT Tax: If applicable, a copy of Customer’s Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefore.
4. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

**Application Services Subscriptions Costs:**

Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

<b>Total Setup Cost (USD)</b>
\$ 500

<b>Schedule</b>	<b>Addendum Amount</b>
Period 1 - Dec 01 2023	\$ 584
Period 2 - Jul 01 2024	\$ 1,000

**B. Additional Terms**

1. **Initial Term:** This addendum will take effect on the date this document is signed by both parties and remain in effect for the term stated in the agreement.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (3) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides Finalsite, or Finalsite provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date:** Upon execution of this Order.
4. Finalsite standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.
5. All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.

**C. Payment Terms**

1. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
2. Client shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

<b>On Behalf Of:</b> Wadsworth City School District
<b>Signature</b>
<b>Name (printed)</b>
<b>Title (printed)</b>
<b>Date</b>

<b>Active Internet Technologies ('Finalsite')</b>
<b>Signature</b>
<b>Name (printed)</b>
<b>Title (printed)</b>
<b>Date</b>

**D. Client Contact Information**

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b>
<b>Title</b>
<b>Address</b> 524 Broad St
<b>City, State Zip</b> Wadsworth, OH 44281
<b>Phone</b>
<b>Email</b>

<b>Project Contact</b>
<b>Title</b>
<b>Phone</b>
<b>Email</b>

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b>
<b>Title</b>
<b>Email</b>

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

This Finalsite Order (the 'Order') is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Wadsworth City School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

### **A. Products and Services Pricing Summary**

<b>Add-On</b>	
<b>Site Enhancements</b>	\$ 1,500
<b>Total</b>	<b>\$ 1,500</b>

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

**Special Provisions:**

The following special provisions supercede the Master Terms and Agreements referenced above and within this agreement:

1. Finalsite will be cloning the Madison / Theme Builder theme for the use of a new subdomain (Four Cities Compact program)
2. The client acknowledges they are responsible for providing Finalsite with the logos, hex codes for color, building out the interior pages, and adding content to the homepage.
3. Finalsite will ensure that the new site meets current accessibility standards.
4. Finalsite will work with the client on options for the new school's URL.
5. Finalsite will dedicate 10 hours of work to this project.
6. The cost to the client is \$1,500 and is directly tied to the 10 hours of work.
7. The client acknowledges that any changes to this scope of work may result in longer completion time or additional costs.

This work order is subject to the revised master terms, as cited in the primary contract signed 1/6/2022, the revised master terms (as included via <https://docs.google.com/document/d/1ShRhf2qU6sCnNOXZJPAdYhx2SS57vGei1nwy0B5WJDw>) and replicated herein:

**B. Payment Terms**

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified, all dollars (\$) are United States currency.
3. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefore.
4. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

**B. Terms**

1. **Effective Date:** Upon execution of this Order.
2. **All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.**
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

<b>Client:</b> Wadsworth City School District
<b>Signature</b>
<b>Name (printed)</b>
<b>Title (printed)</b>

<b>Active Internet Technologies ('Finalsite')</b>
<b>Signature</b>
<b>Name (printed)</b>
<b>Title (printed)</b>

Date

Date

**C. Client Contact Information**

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b>
Title
Address 524 Broad St
City, State Zip Wadsworth, OH 44281
Phone
Email

<b>Project Contact</b>
Title
Phone
Email

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b>
Title
Email

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

# KAHOOT! ENTERPRISE AGREEMENT

This Kahoot! Enterprise Agreement is made effective as of  
November 17, 2023

("Effective Date")

by and between

**[Customer Company Name]**

[Customer Address 1]

[Customer Address 2]

(the "Customer" or "You")

and

**KAHOOT! ASA**

Fridtjof Nansens plass 7,  
0160 Oslo, Norway

("Kahoot!" or "We")

Kahoot! ASA	[Customer Company Name]
Signature	Signature
Date:	Date:
Name: Ken Ostreng	Name:
Title: Chief Financial Officer	Title:

This Kahoot! Enterprise Agreement (“EA”) between Customer and Kahoot! governs the provision of the Kahoot! Services and Resources to which Customer has subscribed pursuant to an Order Form signed by Customer referencing this EA. This EA, including any appendices or annexes hereto, together with the Order Form(s) and any appendices or annexes thereto, shall be collectively referred to as the “Agreement”. In the event of any inconsistency or conflict between the terms of this EA and the terms of any Order Form, the terms of the Order Form shall control. If Customer obtains access to products or services from one of Kahoot!’s group companies under Customer’s Agreement with Kahoot!, Customer’s use of such services or products are governed by the applicable group company’s terms and conditions.

### **1. Licensed Rights**

The Services and the Resources are the property of Kahoot! and Kahoot!’s content licensors, as applicable. We hereby grant You the License to use the Services and Resources in accordance with the terms of this Agreement, including the applicable Order Form(s), the Service Plan to which you have subscribed and Kahoot!’s Acceptable Use Policy.

Access to and use of the Services is restricted to the specified number of Seat Licenses permitted under Your Service Plan, subject to any upgrades. You acknowledge and agree that each User account is personal and may only be used and accessed by the specified User. However, You may reassign a Seat License to a new User replacing a previous User who no longer requires ongoing use of the Services. Users may stream the functionalities (e.g. games, multiple-choice quizzes etc.) to the maximum number of participants as decided by Kahoot! at any time.

All rights not expressly granted by Kahoot! to You are expressly and unconditionally reserved by Kahoot! and its content licensors (as applicable) and may not be implied by or inferred from any provision of this Agreement or by the conduct of the Parties. For the avoidance of doubt, this Agreement does not grant You any rights to use any Kahoot! Brands for any purpose, whether for commercial or non-commercial use.

If You send us ideas or feedback about our Services, You agree that we may freely use or reference those ideas and feedback and do not owe You any payment or have any other obligation of any kind for such ideas or feedback.

### **2. Use of the Services**

You are responsible for Your Users’ use of the Services and Resources and shall ensure that all Users adhere to this Agreement at all times.

You may appoint Users as Administrators. Administrators may access, disclose, restrict, or remove User Content in or from Users’ accounts, and monitor, restrict or terminate access to Users’ accounts.

Kahoot! may suspend any use of the Kahoot! Services, or remove or disable any User account or User Content that Kahoot! reasonably and in good faith believes violates this Agreement. Kahoot! will use commercially reasonable efforts to notify You prior to any such suspension or disablement, unless Kahoot! reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as government administrative agency processes or court orders); or (b) it is necessary to delay notice in order to prevent imminent harm to the Kahoot! Services or a third party. Under circumstances where notice is delayed, Kahoot! will provide notice if and when the related restrictions in the previous sentence no longer apply.

### **3. Customer’s Data and User Content**

User Content is available to You and Your Administrators and Users only. We will keep all data that You and your Users submit to the Services secure and only process Your data for the purpose of providing the Services to You, at all times in compliance with the Data Processing Agreement.

Subject to the terms of the Agreement, You grant Kahoot! a worldwide, non-exclusive, limited term license to access, use, process, and display User Content only: (a) as reasonably necessary to provide, maintain and update the Services; (b) as reasonably necessary to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by the Data Processing Agreement; and (d) as expressly permitted by You in a separate agreement with us. You represent and warrant that (y) all rights necessary to grant the rights hereunder to Kahoot! have been obtained and (z) User Content will not violate the Agreement, applicable law, or the rights of third parties. Kahoot! reserves the right to remove or disable access to any User Content, including any Public User Content, that breaches our Acceptable Use Policy, the Agreement or applicable law, without prior notification to Customer or any third party.

Kahoot! will delete all User Content from You or Your Users upon termination of the Agreement, except for any Public User Content pursuant to Section 4 below, and otherwise in accordance with Kahoot!’s Privacy Policy or the Data Processing Agreement as applicable).

#### **4. Public User Content**

Some of the functionality may permit You to make User Content available to the public via the Services. If You choose, in your sole and absolute discretion, to make User Content available to the general public by actively adjusting the visibility settings in the Kahoot! Services, thereby turning such content into Public User Content, You hereby grant to Kahoot! a perpetual (or, for as long as permitted under applicable law), non-exclusive, sub-licensable, transferable, royalty-free, irrevocable, fully paid, universal license to commercialize, use, reproduce, make available to the public (e.g., perform or display), publish, translate, modify, create derivative works from, and distribute your Public User Content (including the user name of the User having generated the Public User Content) through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, You retain ownership of all rights, including intellectual property rights, in the Public User Content.

#### **5. Third-Party Applications**

The Services are integrated with Third-Party Applications that make available content, products, and/or other services to You. Use of Third-Party Applications is optional. If You choose to enable any of these Third-Party Applications, Your use of such Third-Party Applications will be governed by and subject to the respective terms and conditions and privacy policies of each such Third-Party Application (including, but not limited to, the YouTube terms of service located at <https://www.youtube.com/t/terms>). You understand and agree that Kahoot! does not endorse any such Third-Party Application, nor shall Kahoot! be liable for any Third-Party Applications under any circumstances, including the failure of any such Third-Party Applications.

#### **6. Account Security**

You are responsible for maintaining control over the devices and accounts that are used to access the Service and Resources and the confidentiality of passwords and any payment details associated with Your accounts. You are responsible for updating and maintaining the accuracy of the information You provide to us relating to Your accounts. You are also responsible for preventing unauthorized access and use of Your account by anyone other than Your Users. Kahoot! can suspend or terminate an account in order to protect You, Kahoot! or our partners from fraudulent activity.

#### **7. Fees and Payment**

You will pay all Fees set forth on an Order Form. All payments will be made in the currency specified on the Order Form unless otherwise agreed to by the Parties in writing. If You provide credit card information to Kahoot!, You authorize Kahoot! to charge such credit card for all Services and Seat Licenses, as applicable, listed in the Order Form. Charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Kahoot! will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Kahoot! and notifying Kahoot! of any changes to such information. In addition to any other remedies available, Kahoot! may suspend Services in the event of payment delinquency. Fees are exclusive of all local, state, federal or foreign taxes, VAT, levies or duties of any nature. You are responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Kahoot!'s net income. You shall provide to Kahoot! any certificate of exemption or similar document required to exempt any transaction under an Order Form from sales tax or other tax liability.

#### **8. Upgrades**

If You choose to upgrade Your Service Plan or purchase additional Seat Licenses or other options as may be available during a Subscription Period, any incremental fees associated with such upgrades will be prorated over the remaining period of the then-current Subscription Period, billed to Your account and due and payable upon implementation of such upgrades.

#### **9. Publicity**

Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the Kahoot! Services unless the prior written consent of the other Party has been obtained, provided, however, that Kahoot! may use Your name and logo for the limited purpose of identifying You as a customer of the Kahoot! Services.

#### **10. Confidential Information**

Each Party will protect the other Party's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee

service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. Notwithstanding anything to the contrary above, this Agreement is considered a public record in Ohio.

### **11. Term and Auto-Renewal**

Your subscription(s) shall commence on the date specified on the Order Form and continue until the earlier of (a) expiration or (b) termination of this Agreement as more fully set forth below. The term of this EA and this Agreement shall continue as long as an Order Form referencing this EA remains valid and in effect.

### **12. Termination**

Either Party may terminate the Agreement, including any applicable Order Form(s), if: (a) the other Party materially breaches the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; or (b) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. However, Kahoot! may immediately terminate this Agreement for cause and without advance notice if You violate Kahoot!'s Acceptable Use Policy.

If You terminate the Agreement in accordance with this Section due to Kahoot!'s uncured material breach, Kahoot! will refund You any prepaid fees covering the remainder of the Subscription Period as of the effective date of termination.

If Kahoot! terminates this Agreement for Your material breach in accordance with this Section, Kahoot! will not refund any amounts that You have already paid and You will be required to pay Kahoot! any unpaid fees covering the remainder of the Subscription Period pursuant to all applicable Order Forms. In no event will termination relieve You of your obligation to pay any fees due or payable to Kahoot! for the period prior to the effective date of termination.

Upon termination, Your right to use the Services and Resources provided by Kahoot! will immediately cease, and Kahoot! reserves the right to remove or delete any information that You may have on file with Kahoot!, including any account or login information.

If applicable, You hereby acknowledge and agree that the perpetual license granted to Kahoot! by You in relation to Public User Content will continue after expiry or termination of the Agreement for any reason.

Sections of the Agreement that, either explicitly or by their nature, must remain in effect even after termination of the Agreements, shall survive termination.

### **13. Warranties**

We warrant that the Services will perform materially in accordance with the description of the Kahoot! Services and Resources as set out on our Websites and this Agreement. For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, (a) excluding planned downtime and (b) Force Majeure Events. We will notify You in advance of any planned downtime which is expected to result in significant downtime. In the event of any breach of Kahoot!'s obligations in this Section 13, Kahoot! shall, at its own expense (y) use reasonable endeavors to rectify such non-compliance, and if rectification is not reasonably possible (z) replace all the non-conforming parts of the Services and Resources. Kahoot! expressly disclaims all warranties of any kind other than those set out in this Agreement.

Kahoot! shall not be responsible for breach of these warranties if caused by: (a) hardware, software or other components which are not part of the Services and Resources; (b) errors or problems caused by or contributed to by hardware, software or other components which are not provided by Kahoot!, including any modifications by You or third parties; (c) Your rejection of the implementation of any upgrade, change, hot fix, or similar, which would have prevented the error or problem; (d) errors or problems caused by third parties not acting on behalf of Kahoot!, including in respect of changes to Services and Resources; and (e) Your failure to fulfill Your obligations pursuant to this Agreement.

### **14. Kahoot!'s Indemnification**

Kahoot! will indemnify, defend and hold You harmless from and against all liabilities, damages and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party that Your use of the Services infringes the intellectual property rights of a third party. In no event will Kahoot! have any obligations or liability under this section arising from: (a) use of any Services or Resources in a modified form or in combination with materials not furnished by Kahoot!; or (b) any content, information or data provided by You, Users or other third parties; and (d) Your violation of any law or the rights of a third party.

## **15. Customer's Indemnification**

Intentionally Omitted.

## **16. Limitation of Liability**

\*\*\*To the maximum extent permitted by law, in no event will Kahoot!, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for any indirect, special, incidental, punitive, exemplary, or consequential damages in connection with this Agreement, regardless of legal theory, and even if a remedy fails of its essential purpose.

Kahoot!'s aggregate liability for all claims arising under or in connection with this Agreement shall be limited to the amounts paid by you to Kahoot! under this Agreement during the twelve (12) months immediately preceding the last event giving rise to liability.

Nothing in the Agreement removes or limits Kahoot!'s liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.\*\*\*

## **17. Changes to the Services and Service Plans**

Kahoot! reserves the right to update and modify the Service Plans and the Services and the Resources from time to time by, for example, adding additional features to a Service Plan. Kahoot! may automatically migrate You to a new Service Plan for administrative purposes whereby Your access is the same as under the original Service Plan, but with potentially additional features. Any such changes to Services, Resources or Service Plans will not reduce the quality of the Services or negatively impact the use of the Services and Resources, or negatively impact your rights and our obligations during the term of this Agreement.

## **18. Apple-Specific Terms**

In addition to the sections above, and notwithstanding anything to the contrary set forth herein, this section applies with respect to your use of any version of our application, or "app", compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Agreement and does not own and is not responsible for the app. Apple is not providing any warranty for the app except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the app and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the app, including any third-party product liability claims, claims that the app fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the app, including those pertaining to intellectual property rights, must be directed to Kahoot!. The license you have been granted in this Agreement is limited to a non-transferable license to use the app on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set out in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement. Notwithstanding these rights of Apple and Apple's subsidiaries, Kahoot!'s right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

## **19. Severability and waiver**

Unless as otherwise stated in the Agreement, should any provision of the Agreement be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extent permitted by law. Any failure by Kahoot! or any third-party beneficiary to enforce the Agreement or any provision thereof shall not waive Kahoot!'s or the applicable third-party beneficiary's right to do so.

## **20. Governing Law and Venue**

Intentionally omitted.

## **21. Assignment**

Kahoot! May assign this Agreement or any part hereof, and delegate any of its obligations under the Agreement. You may not assign the Agreement or any part thereof, nor transfer or sub-license Your rights under the Agreement, to any third party.

## **22. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements in relation to the subject matter of the Agreement, whether written or oral. This

Agreement shall take precedence over any: (a) conflicting terms and conditions received from one of the Parties; and (b) conflicting terms and conditions found in other agreements issued by the Parties that interfere with the subject matters regulated by the Agreement, including but not limited to any purchase order or other order documentation You provide (all such terms or conditions being null and void). Except as otherwise set forth herein, any amendments or variations to the Agreement shall be made in writing and shall be duly authorized by representatives of both Parties.

### 23. Definitions

**"Acceptable Use Policy"** means Kahoot!'s acceptable use policy available at <https://kahoot.com/terms-and-conditions/#acceptable-use>.

**"Administrator"** means a Customer-designated User who administers the Services on behalf of Customer to Users.

**"Anti-Corruption Laws"** means anti-corruption and anti-bribery laws, including, without limitation, the Norwegian Penal Code, the U.S. Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act 2010 (UKBA), the United Kingdom Anti-Terrorism, Crime and Security Act 2001 and other relevant laws and regulations in effect in the various countries in which Kahoot! does business.

**"Confidential Information"** means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party's Confidential Information.

**"Controller"** shall have the meaning provided to such term pursuant to Data Protection Law.

**"Customer"** or **"You"** means the entity purchasing the Kahoot! Services and Resources pursuant to the cover page of this Agreement.

**"Customer Personal Data"** means all Personal Data which Kahoot! processes on behalf of the Customer.

**"Data Processing Agreement"** or **"DPA"** means Kahoot's standard Data Processing Agreement available at <https://trust.kahoot.com/dpa/>, which regulates the Parties obligations under applicable data protection law.

**"Data Protection Law"** means the GDPR, and the applicable Norwegian law implementing the GDPR.

**"Data Subject"** shall have the meaning provided to such term pursuant to Data Protection Law.

**"DPA"** shall have the same meaning as "Data Processing Agreement".

**"EU Data"** means Customer Personal Data protected by EU Data Protection Laws.

**"Fee(s)"** means the fee(s) payable by Customer for its Service Plan as set out in the Order Form.

**"Force Majeure Event"** means any circumstances beyond Kahoot!'s reasonable control, including, but not limited to, an act of God, governmental action, flood, fire, earthquake, civil unrest, act of terror, strike, Internet service provider failure or delay, and denial-of-service attacks.

**"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**"Kahoot!"** means Kahoot! ASA acting as the provider of the Services and Resources under this Agreement.

**"Kahoot! Brands"** means all Kahoot! trademarks, service marks, trade names, logos, domain names, and any other features of the Kahoot! brand.

**"License"** means the worldwide, limited, non-exclusive, non-transferable, non-sublicensable and revocable license to make use of the Kahoot! Services for commercial, educational and/or entertainment use of the Service granted to You pursuant to this Agreement's Section 1 and as further detailed in the Order Form.

**"New Sub-Processor"** means any Sub-Processors engaged by the Kahoot! after the effective date of the Agreement.

**"Order Form"** means the ordering document setting forth the subscription to the Service Plan selected by Customer.

**"Party"** or **"Parties"** means Kahoot! and the Customer as parties to this Agreement.

**"Personal Data"** shall have the meaning provided to such term pursuant to Data Protection Law.

**"Personal Data Breach"** shall have the meaning provided to such term pursuant to Data Protection Law.

**"Processor"** shall have the meaning provided to such term pursuant to Data Protection Law.

**"Public User Content"** means User Content made available to the general public, at the User's sole and absolute discretion, by actively adjusting the visibility settings of such User Content.

**"SCC"** means the European Commission's standard contractual clauses for data transfers between EU and non-EU countries.

**"Seat License(s)"** means the number of specifically named individual user seat licenses the Customer has acquired for the respective Services.

**"Service(s)"** or the **"Kahoot! Service(s)"** means the SaaS-services provided by Kahoot! and subscribed to by the Customer under this Agreement and as set out in the Order Form.

**"Service Plan"** means the service plan applicable to the Services to which Customer has subscribed as set out in Order Form.

**"Sub-Processor"** means an entity to which Kahoot! subcontracts its processing of the Customer Personal Data to.

**"Subscription Period(s)"** means the period for which Customer is granted a license to use the Kahoot! Services as agreed by the Parties in the Order Form.

**"Supervisory Authority"** shall have the meaning provided to such term pursuant to Data Protection Law.

**"Third-Party Application(s)"** means the third-party applications, websites and services that are integrated in the Services and Resources in order to make certain features, content, products and/or services available to You.

**"Resource(s)"** means the information, resources, services, products, and tools provided, either directly or indirectly, by Kahoot! to the Customer as part of this Agreement (including any other content and materials available on kahoot.com, create.kahoot.it, play.kahoot.it and kahoot.it, as well as text, graphics, website name, code, images and logos).

**"User"** means an individual who has access to a Kahoot! enabled Service account on behalf of the Customer.

**"User Content"** means the content and data that Users upload to the Service, including without limitation quizzes, pictures, video, text, messages, information, user feedback and any other content.

**"Website(s)"** means the Kahoot! websites including Kahoot.com, Kahoot.it, create.kahoot.it, play.kahoot.it.