Table of Contents

3.4.2025 Special BOE Mtg. Agenda
2.10.2025 BOE Mtg. Minutes
Efficiency Smart Documents
Summit ESC Contract for Services for Students with a Disability
Artsonia Terms of Service
Artsonia Student Data Privacy Agreement
Refinitiv Master Terms
Giact Services Schedule Terms and Conditions
Giact Order Form Standard Terms & Conditions
Cummins Sales & Service Planned Maintenance Agreement #1
Cummins Sales & Service Planned Maintenance Agreement #2

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING
TUESDAY, MARCH 4, 2025, 4:30 P.M.
CHARLES R. PARSONS ADMINISTRATION BUILDING (524 Broad Street)

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Administrative Items

A. Personnel Consent Items

1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2024-2025 school year, with a license effective date of July 1, 2024, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)

a) Non-teaching Employees

(1) April Troup, eff. 3/3/2025

b) Classified Subs

(1) Danielle Gaugler
(2) Glen Rutherford, eff. 3/3/2025

c) Supplemental Contracts

(1) Pete Alexander, Vocational Club Advisor
(2) Scott Back, Carpentry Job Site Teacher Assistant, eff. 3/18/2025

(3) Mario Caruso, WMS Boys Asst. Track Coach
(4) Pam Csaky, Co-Director, WHS Musical
(5) Lucas Daull, Boys Asst. Lacrosse Coach
(6) Kalyn Davis, Co-Director, WHS Musical
(7) Eric England, WMS Boys Asst. Track Coach
(8) Matt Hulme, WMS Boys Head Track Coach
(9) Patrick McNutt, Asst. Lacrosse Coach (Volunteer)
(10) Michelle Minick, WMS Girls Asst. Track Coach
(11) Haley Montgomery, WMS Girls Asst. Track Coach
(12) Kristen Mount, WMS Boys Asst. Track Coach (Volunteer)
(13) Emily Triplett, Overlook Bus Ramp Duty (prorated contract)
(14) Blake Turano, Boys Asst. Lacrosse Coach
(15) Kevin Williams, WMS Girls Asst. Track Coach
(16) Chad Wolf, WMS Girls Head Track Coach

d) Formal Dance Monitors ($50)

(1) Najada Davis
(2) Zach Humrichouser
(3) Andrea Kline
(4) Jason Knapp
(5) Sara Kopacko
(6) Sandy Kurt
(7) Julie Lobello
(8) Bree McNeil
(9) Tina Vukovic
(10) Nicole Winkler

e) Volunteers

Amanda Bacon	David Dawson	Amanda Reid
Kevin Barker	Michelle Dawson	Andrew Reid
Meghan Barker	Cristian Florea	Courtney Sadler
Nancy Buchanan	Scott Gabor	Mike Simmons
Rachel Cavanaugh	Jianna Jinks	Kandy Wallet
Michael Conner	Korey Johnson	Clarissa Walls
Amanda Cramer	Megan Ramsey	

f) Lisa Smith, Home Instructor

2. Recommendation to approve unpaid leave for Holly Palcisco on April 25, 2025

3. Recommendation to approve unpaid leave for Pam Garens from the end of her allowable sick leave through the 2024-2025 school year

B. Action Consent Items

1. Recommendation to approve the Incentive Agreement, Scope of Efficiency Improvements, and Terms and Conditions of the Efficiency Smart Incentive Agreement between the Vermont Energy Investment Corporation (dba Efficiency Smart) and the Wadsworth City Schools

2. Recommendation to approve the Summit Educational Service Center Contract for Services for Students with a Disability for the period of March 3, 2025 through May 29, 2025

3. Recommendation to approve the Artsonia Terms of Service

4. Recommendation to approve the Wadsworth City School District Student Data Privacy Agreement for Technology Providers between Artsonia and the Wadsworth City School District Board of Education

5. Recommendation to approve the Refinitiv Master Terms

6. Recommendation to approve the Giact Services Schedule Terms and Conditions

7. Recommendation to approve the Giact Order Form Standard Terms and Conditions

8. Recommendation to approve the Planned Maintenance Agreements (2) between Cummins Sales and Service and the Wadsworth City School District Board of Education

VI. Board Member Items

A. Ratification of Resignations

1. Carrie Kemper, Non-teaching Employee, eff. 3/3/2025
2. Vicki Tvrdik, Non-teaching Employee, eff. 2/12/2025

VII. Discussion

A. Discussion: Update on Progress Made Toward the Board of Education 2024-2025 Goals

VIII. Executive Session

WHEREAS, a public board of education may hold an executive session only after a majority quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the purpose of the consideration of any of the following matters:

A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

1. Appointment
2. Employment ✓
3. Dismissal ✓
4. Discipline ✓
5. Promotion
6. Demotion ✓
7. Compensation ✓
8. Investigation of charges/complaints (unless public hearing requested)

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

E. Matters required to be kept confidential by federal law or rules or state statutes

F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, A3, A4, A6 and A7 as listed above.

IX. Personnel Item

1. Recommendation to approve the resolution to terminate Mr. Justin Vincell's, an R.C. 3319.081 non-teaching employee, employment contract and issue written notice to Mr. Vincell per R.C. 3319.081

X. Adjournment

Upon request to the Superintendent, the District shall make reasonable accommodations for a disabled person to be able to participate in this activity.

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
March 4, 2025

Agenda Detail Sheet

V. Administrative Items

A. Personnel Consent Items

1. Employments

a) Non-teaching Employees

(1) April Troup: Ms. Troup is being recommended to fill a bus driver position left open by the recent movement of Mr. Richard Gangle to another position within our school district.

B. Action Consent Items

1. **Efficiency Smart Incentive Agreement:** The Incentive Agreement, Scope of Efficiency Improvements, and Terms and Conditions of the Efficiency Smart Incentive Agreement between the Vermont Energy Investment Corporation (dba Efficiency Smart) and the Wadsworth City Schools being recommended for approval outlines the responsibilities of each party and the financial incentive, which is up to $2,750.00.

2. **Summit Educational Service Center Contract:** The Summit Educational Service Center Contract for Services for Students with a Disability for the period of March 3, 2025 through May 29, 2025 being recommended for approval is necessary for services required for a student, per the student's individual education program (IEP).

3. & 4. **Artsonia:** The Artsonia Terms of Service and The Wadsworth City School District Student Data Privacy Agreement for Technology Providers between Artsonia and the Wadsworth City School District Board of Education being recommended for approval will allow teachers in our school district to utilize the Artsonia product.

5., 6, & 7. **Refinitiv and Giact:** The Refinitiv Master Terms, the Giact Services Schedule Terms and Conditions, and the Giact Order Form Standard Terms and Conditions being recommended for approval will allow our school district to implement Giact, a third-party provider for ACH software protection. Giact is a software solution designed to add an additional layer of security against fraud and data entry errors. It will verify direct deposit and vendor ACH information whenever a new bank account number is added to our accounts payable or payroll systems. Specifically, Giact will ensure that the name on the account matches the provided account number, protecting against

fraudulent attempts to alter an employee's or vendor's ACH details, as well as reducing the risk of data entry mistakes.

8. **Cummins Sales and Service:** The Planned Maintenance Agreements (2) between Cummins Sales and Service and the Wadsworth City School District Board of Education being recommended for approval will allow Cummins to continue to provide generator planned maintenance service to Wadsworth High School and the Community Center in May of 2025, May of 2026, and May of 2027. The Board of Education is required to approve the Community Center's Agreement because they are the fiscal officer for the Community Center. The Community Center will pay for their Agreement.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: February 10, 2025

The Wadsworth City Board of Education met in Regular Session on Monday, February 10, 2025, at 7:00 P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present	**Batey, Gordon, Stevens, Beck, McComas**
Absent	
Administrators	**13**
Staff	**10**
Visitors	**138**
Liaison	**Connor Gaugler**

25-02-27 APPROVAL OF BOARD MINUTES

The motion was made by **Stevens**, seconded by **Batey**, to approve the following Board of Education Meeting Minutes:

Special Meeting January 23, 2025

VOTE: Yea - Gordon, Stevens, Beck, McComas, Batey
Nay - None Motion Carried,

STUDENT / STAFF RECOGNITION

A. January Students of the Month

Student	Grade	School
Aniyah Lyons (December)	04	Franklin Elementary
Ella Wagar	04	Franklin Elementary
Caden Poole	04	Isham Elementary
Asher Albright	04	Lincoln Elementary
Madi Kovacevich	04	Overlook Elementary
Ephraim Raines	04	Valley View Elementary
Landon Doyle	06	Central Intermediate
Leen Almarrid	08	Middle School
Haylee Breyley	12	Career-Technical
Jacquelyn Manion	12	High School

B. February Students of the Month

Student	Grade	School
KenLee Heiple	04	Franklin Elementary
Emma Vitarella	04	Isham Elementary
Aliza Ehrich	04	Lincoln Elementary
Kennedy O'Brien	04	Overlook Elementary
Kellen Wallace	04	Valley View Elementary
Tressa Rufener	05	Central Intermediate
Piper Schoonover	08	Middle School
Kiara Boswell	12	Career-Technical
Stephanie Novak (To be recognized in March)	12	High School

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Discussion: Update on Progress Made Toward the Following Board of Education 2024-2025 Goal:

- ✓ Promote and cultivate an atmosphere of mutual respect and acceptance of all by supporting, promoting, and participating in the Whole Child Advisory Committee (Board committee).
  - The Board will support, promote, and review the Whole Child Advisory Committee survey distributed to staff.
  - Review the culture of student interactions and take action necessary to address issues that may be discovered concerning bullying or similar behaviors that run counter to the desired goal of a culture of mutual respect and kindness.

B. Schedule Special Board of Education Meeting for March 4, 2025 at 4:30 p.m. at the Charles R. Parsons Administration Building.

C. World Languages Zero Period for Middle School Students

D. 2025-2026 School Year Incoming Kindergarten Parent/Guardian Meeting

E. Financial Update - Proposed Biennial Budget & Federal Funding (D. Beeman)

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

25-02-28 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Stevens**, to adopt the Personnel Consent Items. from the February 10, 2025, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2024-2025 school year, with a license effective date of July 1, 2024, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the Board.)

a) Non-Teaching Employees

Meredith Antal	
Megan Ramsey	(eff. 01/30/25)
Dawn Schuck	

b) Certified Substitutes

Kelsie Madden	(eff. 02/05/25)
Alexandra Roberts	
Roger Wright	
Mallory Beamer	

c) Classified Substitutes

Andrew Tuffs	(eff. 01/23/25)
Emilee Dillemuth	(eff. 01/27/25)

d) Home Instructor

Brenna Walker	(eff. 02/03/25)

e) Volunteers

Mark Livingston
Lindsay Lorton
Jacqueline Nenadal
Heather Tilson
Kevin Wirth

f) Concert Event Workers

Aly Mangano
Kylee Mignogna

g) Volunteers

Najada Davis (eff. 02/07/25)

2. Recommendation to approve unpaid leave for Samantha Quallich for the 2025-2026 school year.

VOTE: Yea – Stevens, Beck, McComas, Batey, Gordon
Nay – None Motion Carried,

25-02-29 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Beck**, to adopt the Action Consent Items from the February 10, 2025, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve a second reading and adoption of revised Wadsworth City School District Board of Education Policy 5136, Personal Communication Devices.

2. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education. **(ATTACHED)**

3. Recommendation to approve the revisions to the following Benefit Provisions Manuals:

   a) Four Cities Compact Salary Exempt Employees
   b) Hourly Exempt Employees (eff. August 1, 2023)

4. Recommendation to authorize the Ohio Schools Council to advertise and receive bids on behalf of the Wadsworth City School District Board of Education for the purchase of one (1) seventy-two (72)-passenger diesel school bus chassis and body and one (1) nine (9)-passenger micro bus/MVP.

5. Recommendation to approve the College Credit Plus Memorandum of Understanding by and Between the University of Akron and the Wadsworth City School District Board of Education for the 2025-2026 Academic Year. **(ATTACHED)**

6. Recommendation to approve the College Credit Plus and MyUniversity Guarantee Memorandum of Understanding between Lorain County Community College & The University Partnership and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026. **(ATTACHED)**

7. Recommendation to approve the 2025 NOLOA Boys High School Lacrosse Assignment Agreement between the Northeast Ohio Lacrosse Officials Association (NOLOA) and the Wadsworth City School District Board of Education. **(ATTACHED)**

8. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, 3317.08 and 3313.841 O.R.C. between the Norton City School District Board of Education and the Wadsworth City School District Board of Education. **(ATTACHED)**

9. Recommendation to approve the following overnight field trips:

   a) Business Marketing Academy students to the DECA-Ohio Career Development Conference on March 11 and 12, 2025 in Columbus, Ohio.

   b) Business Marketing Academy students (based on results of state competition) to the International Career Development Conference on April 26-29, 2025 in Orlando, Florida.

   c) Advanced Manufacturing, Advancement to Nursing, Automotive Technologies, Criminal Science Technology, Diversified Medical Technologies, Engineering Design & Technology, Fire Safety/EMT, and Masonry/Building Trades students (depending on regional competition winners and competitions that are direct to state) to the SkillsUSA Championship on March 18 and 19, 2025 in Columbus, Ohio.

   d) First place winners at Skills Championships to SkillsUSA national competition on June 23-27, 2025 in Atlanta, Georgia.

10. Recommendation to approve the Fee Engagement Agreement between Harpst Becker and the Wadsworth City School District Board of Education. **(ATTACHED)**

11. Recommendation to approve the College Credit Plus Partnership Memorandum of Understanding between Cuyahoga Community College District and the Wadsworth City School District Board of Education for the 2025-2026 school year. **(ATTACHED)**

12. Recommendation to approve the Contract for Handicapped and Nonhandicapped Pupils (SF-14PD Reporting) Pursuant to ORC 3327.04 and 3313.64(C)(4) between the St. Clairsville-Richland City School District and the Wadsworth City School District. **(ATTACHED)**

13. Recommendation to approve the Board of Education/Governing Board Resolution Authorizing 2025-2026 Membership in the Ohio High School Athletic Association.

14. Recommendation to accept the following donations:

a)	Wadsworth Band Boosters	$1,100
b)	Myers Industries	One (1) pallet of non-medical-grade latex gloves (valued at $10,649)

15. Recommendation to bypass a first reading and approve revised Wadsworth City School District Board of Education Policy 2416, Student Privacy and Parental Access to Information.

16. Recommendation to approve the Business Agreement between Nightfall Entertainment, LLC and the Wadsworth City School District Board of Education. **(ATTACHED)**

17. Recommendation to approve the Memorandum of Understanding 2025-2026 for College Credit Plus (CCP) between Stark State College and the Wadsworth City School District Board of Education. **(ATTACHED)**

VOTE: Yea – Beck, McComas, Batey, Gordon, Stevens
Nay – None Motion Carried,

ITEMS OF THE TREASURER

Treasurer Beeman gave an update on the Medina County Budget Commission meeting held on February 4, 2025.

25-02-30 Upon the recommendation of Treasurer Beeman, the motion was made by **Stevens**, seconded by **McComas**, to adopt the Action Items of the Treasurer from the February 10, 2025, Regular Meeting, as presented:

A. **ACTION ITEMS**

1. Recommendation to accept the calendar year 2024 credit cards rewards report per Board of Education Policy 6423.

2. Recommendation to accept the financial reports as presented and subject to audit.

VOTE: Yea – McComas, Batey, Gordon, Stevens, Beck
Nay – None Motion Carried,

LEGISLATIVE UPDATE

TIM BECK: Provided an update on the Governor's budget proposal, including allocating additional funds for the science of reading.
HB 8 Parent Bill of Rights passed last week.
SB 295 proposal for the State to have more control over low-performing districts.

BOARD MEMBER ITEMS

25-02-31 The motion was made by **Gordon**, seconded by **Batey**, to adopt the Board Member Items Ratification of Resignations from the February 10, 2025, Regular Meeting, as presented:

A. Ratification of Resignations

1.	Barbara Jensen	Non-Teaching Employee	(retire 06/01/25)
2.	Melinda Hershberger	Non-Teaching Employee	(retire 07/01/25)

VOTE: Yea – Batey, Gordon, Stevens, Beck, McComas
Nay – None Motion Carried,

CONNOR GAUGLER: Events

- This week WHS Student Council is hosting a Valentine's Day-themed spirit week with days celebrating school pride by sharing your love for WHS.
- Our upcoming NHS blood drive is scheduled for February 27, with the Red Cross visiting during lunch on the 20th and 21st to help donors register for the drive.
- A reminder to all students and parents that club photos will take place throughout the day on February 28. Contact your club representative for the time your picture is scheduled.
- As we approach our last week before midterms and finals, the High School has a holiday-themed spirit week from today until this Friday. Students can participate in various themed days, from pajama day to white out to show their holiday spirit and school pride.
- On Friday, February 28, the After-Prom Bingo Night will be hosted at the Wadsworth Eagles from 7-10 pm. All proceeds will go to hosting the Wadsworth After-Prom.
- The WHS Wicked Themed Winter formal dance will be on Saturday, March 1, from 7:30-10:00 pm. Tickets will be $20 each.

Fine Arts

- We are gearing up for the Legally Blond show in March. Rehearsals have already started.
- We are looking forward to the WHS Choir Valentine performance this Thursday, February 13, in the PAC.
- This upcoming Saturday, February 15, the Royal Academy will be hosted at the high school. This is an opportunity for elementary students to learn how to be princes and princesses.
- On February 27 the Band will hold their winter performance in the PAC.
- Speech and Debate Team is looking forward to sending 16 students to the State Tournament. These students either bid out during the regular season or qualified for the tournament 2 weekends ago, along with placing third overall in our District. The team will also compete in the State Tournaments on February 28 and March 1.

Sports

- We are now at a part of the season where winter sports are coming to an end and are excited to see how all of our talented teams do. A few results as of now:
  - Both our Men's and Women's Bowling Teams placed first in their conference.

- Our Competitive Cheer Team qualified for the State Tournament.
- Thirteen (13) of our Swim Team competitors qualified for the District Tournament this Saturday at Bowling Green.
- Girls' Basketball District semi-final game will be hosted at home on February 19.

- Congratulated and wished good luck to all of our student athletes.

GARY MCCOMAS: Congratulated the Students of the Month. Congratulated all of the winter athletes.

JILL STEVENS: Celebrating Kindness Week. Congratulated all of the seniors on their Senior Nights and to the Choir for their performance at the Cleveland Cavs game.

TIM BECK: Congratulated the two Gymnastic seniors. Felt privileged to watch the WHS Choir at the Cavs game. Recognized the students who competed in Solo and Ensemble this past week.

JULIE BATEY: Announced National School Counselor Week and thanked the counselors for all they do in so many parts of our student's development and education.

AMANDA GORDON: Congratulated the Solo and Ensemble – all groups received a 1 rating. Winter Guard is competing in Districts this week. Best wishes to the Swim Team, Bowling Team, and Speech students. WMS drama performance was rescheduled to Friday, February 14.

EXECUTIVE SESSION

WHEREAS, a public board of education may hold an executive session only after a majority of a quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

A. ***To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:***

1. Appointment
2. ***Employment***
3. ***Dismissal***

4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints (unless public hearing requested).

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

E. ***Matters required to be kept confidential by Federal law or rules or State statutes.***

F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, A3, A4, A7 and E as listed above.

EXECUTIVE SESSION

25-02-34 The motion was made by **Beck,** seconded by **Batey**, to enter Executive Session at **8:18** p.m.

VOTE: Yea – Gordon, Stevens, Beck, McComas, Batey
Nay – None Motion Carried,

EXECUTIVE SESSION recessed at **8:51** p.m.

25-02-33 The motion was made by **Batey**, seconded by **Stevens**, to adopt the Personnel Item A from the May 30, 2023, Special Meeting, as presented:

A. PERSONNEL ITEM

1. Recommendation to approve Resolution to Terminate an R.C. 3319.081 Nonteaching Employee Employment Contract and issue Written Notice to an R.C. 3319.081 Nonteaching Employee. **(ATTACHED)**

VOTE: Yea – Stevens, Beck, McComas, Batey, Gordon
Nay – None Motion Carried,

EXECUTIVE SESSION

25-02-34 The motion was made by **Beck,** seconded by **McComas**, to enter Executive Session at **8:54** p.m.

VOTE: Yea – Stevens, Beck, McComas, Batey, Gordon
Nay – None Motion Carried,

EXECUTIVE SESSION recessed at **10:35** p.m.

ADJOURNMENT

25-02-35 The motion was made by **Stevens**, seconded by **McComas**, to adjourn at **10:36** p.m.

VOTE: Yea – Stevens, Beck, McComas, Batey, Gordon
Nay – None Motion Carried,

(Signed)_____
Jill Stevens, President

(Attested)_____
Douglas D. Beeman, Treasurer

RESOLUTION TO TERMINATE AN R.C. 3319.081 NONTEACHING EMPLOYEE EMPLOYMENT CONTRACT AND ISSUE WRITTEN NOTICE TO AN R.C. 3319.081 NONTEACHING EMPLOYEE

WHEREAS Rebecca Osborne ("Osborne") is currently employed under an R.C. 3319.081 nonteaching employee employment contract with the Wadsworth City School District Board of Education ("Board").

WHEREAS, pursuant to R.C. 3319.081(C), Board Policy 4140, and 9.04 of the applicable collective bargaining agreement, and all applicable laws; the Superintendent has already given written notice that the Superintendent shall recommend that the Board terminate the R.C. 3319.081 nonteaching employee employment contract of Osborne effective February 10, 2025, at the regular board meeting of February 10, 2025, by a majority vote of the Board, for (1) violation of written rules and regulations as set forth by the Board including, but not limited to, Board Policies 4140, 4210, and 4362; (2) violation of Section 9.04 of the applicable collective bargaining agreement; and (3) conduct amounting to incompetency, inefficiency, dishonesty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, misfeasance, malfeasance, and nonfeasance.

WHEREAS, pursuant to R.C. 121.22(G)(1) and all applicable laws; the Superintendent provided Osborne with written notice that Osborne has the opportunity to meet with the Board in executive session at the regular board meeting of February 10, 2025, to consider the employment, dismissal, discipline, demotion, and compensation of Osborne, who is a public employee, prior to the Board taking action to terminate the R.C. 3319.081 nonteaching employee employment contract of Osborne effective February 10, 2025, at the regular board meeting of February 10, 2025, by a majority vote of the Board and pursuant to R.C. 3319.081(C), Board Policy 4140, Section 9.04 of the applicable collective bargaining agreement, and all applicable laws.

NOW THEREFORE BE IT RESOLVED THAT the Board, acting upon the Superintendent's written recommendation and after offering Osborne the opportunity to meet with the Board in executive session, hereby terminates the R.C. 3319.081 nonteaching employee employment contract of Osborne effective February 10, 2025, by a majority vote of the Board, for (1) violation of written rules and regulations as set forth by the Board including, but not limited to, Board Policies 4140, 4210, and 4362; (2) violation of Section 9.04 of the applicable collective bargaining agreement; and (3) conduct amounting to incompetency, inefficiency, dishonesty, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, misfeasance, malfeasance, and nonfeasance.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Board, acting upon the Superintendent's written recommendation, hereby orders that Osborne be served written notice of the Board's action to terminate the R.C. 3319.081 nonteaching employee employment contract of Osborne effective February 10, 2025, by certified mail, regular mail with a certificate of mailing, or other form of delivery with proof of delivery, including electronic delivery with electronic proof of delivery, pursuant to R.C. 3319.081(C) and all applicable laws.

EFFICIENCYSMART®

1/21/2025

Steve Moore
Wadsworth City Schools
360 College Street
Wadsworth OH 44281

Re: Wadsworth Schools - New Construction - July 2023 - Inter School, Efficiency Smart
Project # 5202-J134

Dear Steve ,

We applaud your efforts to reduce energy consumption at your business. Based on the information you have provided, we have outlined the estimated energy and cost savings for you in the table below.

We would like to offer you up to $2,750.00 in incentives towards your proposed Efficiency Improvements as identified in the attached Scope of Efficiency Improvements.

Estimated Savings, Costs and Investment Value		
Annual Electricity Savings	116,209	kWh
Annual Summer Demand Savings	11.3	kW
Estimated Cost of Efficiency Improvements	$66,675	
Efficiency Smart Incentive	$2,750.00	
Net Project Cost After Incentive	$63,925	
Estimated First-Year Energy Savings	$11,750	
Estimated Simple Payback Period	5.4	years
Estimated Average Lifetime of Efficiency Improvements	14	years
Estimated Rate of Return on Your Investment (pretax)	15%	

EFFICIENCYSMART®

Please review this Incentive Agreement, Scope of Efficiency Improvements, and Terms and Conditions of the Efficiency Smart Incentive Agreement. You will need to communicate the efficiency criteria and specifications to your contractor and design professionals to ensure the Scope of Efficiency Improvements is met. This Incentive Agreement is a limited time offer that must be signed by you and returned to Efficiency Smart within thirty (30) days from the Efficiency Smart's signature date below and will only become effective if signed by both parties. You can return the signed agreement to your Efficiency Smart Energy Consultant, Efficiency Smart Account Manager, or fax a copy to (614) 785-0217.

We appreciate working with you and hope to continue to do so in the future. If you have any questions about this Incentive Agreement, or want to discuss any aspect of this project, please call me at [redacted]

Sincerely,

[redacted]

Tim Stearns
Lead Engineering Consultant

EFFICIENCYSMART®

EFFICIENCY SMART INCENTIVE AGREEMENT
PROJECT # 5202-J134

This Incentive Agreement is between the Vermont Energy Investment Corporation located at 20 Winooski Falls Way, 5th Floor, Winooski, VT 05404, doing business as (dba) Efficiency Smart (hereinafter "Efficiency Smart") and Wadsworth City Schools located at 360 College Street, in Wadsworth, OH hereafter called "Customer").

Customer agrees to purchase, install, and operate certain Efficiency Improvements for its Facility located at 360 College Street in Wadsworth, OH as described in the attached Scope of Efficiency Improvements. To assist the Customer with the completion of the Scope of Efficiency Improvements, Efficiency Smart agrees to provide an Incentive up to $2,750.00, which will be paid to the Customer in accordance with the provisions specified in Terms and Conditions of the Efficiency Smart Incentive Agreement.

This is a limited time offer based on availability. The offer will expire thirty (30) days from Efficiency Smart's signature date below or when funds allocated to this program are fully committed, whichever occurs first. This Incentive Agreement must be signed by you and returned to Efficiency Smart within thirty (30) days from Efficiency Smart's signature below and will only become effective if signed by both parties. Notwithstanding the aforementioned, any terms of this Incentive Agreement which by their nature survive beyond its expiration or termination shall remain in effect until fulfilled and shall apply to the respective successor and permitted assigns of the parties.

In addition to this page, this Incentive Agreement includes the attached Scope of Efficiency Improvements and Terms and Conditions of the Efficiency Smart Incentive Agreement.

EFFICIENCYSMART®

WE THE UNDERSIGNED AGREE TO THIS INCENTIVE AGREEMENT.

EFFICIENCY SMART	Wadsworth City Schools
Signature: _____	Signature: _____
Printed Name: Daniel Petit	Printed Name: _____
Date: _____	Date: _____
Title: Engineering Consultant	Title: _____
	Utility _____

INFORMATION REQUIRED FOR PAYMENT

Payee Name (as listed on W-9): _____

Attach a corresponding signed W-9 form

☐ Make check payable to a third party

To fully authorize payment to a third party, completion of the Rebate Request form, provided by Efficiency Smart, is required.

Please provide estimated project completion date:

_____

Please specify above, mm/dd/yyyy, project will complete.

EFFICIENCYSMART®

SCOPE OF EFFICIENCY IMPROVEMENTS:

The Customer agrees to complete the following Efficiency Improvements as specified at location: 360 College Street, in Wadsworth,OH:

No.	Efficiency Improvement Description	Location	Quantity
Measures			
1	Eligible LED Exterior Fixtures, > 15,000 lumens	Exterior SA-09 parking lot fixtures	3
2	Eligible LED Exterior Fixtures, > 15,000 lumens	Exterior SA-21 parking lot fixtures	7
3	Eligible LED Exterior Fixtures, > 15,000 lumens	Exterior SA-30 parking lot fixtures	7
4	Lighting Design Improvements	LPD of classrooms and gym	1
5	Custom lighting efficiency/controls	Night lighting dimming	1

It is the sole responsibility of the Customer to select and hire the right contractor to perform the Scope of Efficiency Improvements set forth above. Efficiency Smart strongly recommends interviewing more than one contractor, checking references, qualifications, licensure, and insurance coverage before signing an agreement with a contractor to perform the Scope of Efficiency Improvements.

The listing of a specific manufacturer does not represent an endorsement of an explicit product by Efficiency Smart. Any changes to the Scope of Efficiency Improvements must be pre-approved by Efficiency Smart to ensure the improvement meets or exceeds the minimum efficiency requirements and memorialized in a written amendment to this Incentive Agreement. If such approval is granted, Efficiency Smart will specify any changes to the incentive in the amendment.

EFFICIENCYSMART®

TERMS AND CONDITIONS OF THE EFFICIENCY SMART INCENTIVE AGREEMENT

This Incentive Agreement contains terms and conditions under which Efficiency Smart will assist in your project. If you are not the owner of this Facility, by signing this Incentive Agreement you affirm that you are authorized to make the efficiency improvements covered by this Incentive Agreement. If you are not the owner of this Facility, you must obtain such authorization from the Facility owner prior to making the Efficiency Improvements. You agree to provide proof of this authorization if requested.

Definitions

Completion date means to the date on which the Efficiency Improvements are fully installed, operational, and commissioned to meet all efficiency criteria specified in this Incentive Agreement.

Efficiency Improvements means to the Efficiency Improvements identified in the Scope of Efficiency Improvements.

Facility means to the property and/or building(s) described in Paragraph 2 of this Incentive Agreement that the Customer has undertaken to improve, renovate, or construct.

Incentive means a payment made by Efficiency Smart to Customer for completion of the Scope of Efficiency Improvements subject to compliance with the Terms and Conditions of the Efficiency Smart Incentive Agreement. A Customer may request the Incentive to be directed to a third party using Efficiency Smart's Third Party Incentive Request Form. Efficiency Smart must have a completed W-9 on file for the payee prior to issuing payment.

Parties means Vermont Energy Investment Corporation d/b/a Efficiency Smart and the Customer identified above in this Incentive Agreement.

We, our, and *Efficiency Smart* refer to Vermont Energy Investment Corporation doing business as Efficiency Smart.

You, *your*, and *Customer* refer to the individual or organization identified in Paragraph 1 of this Incentive Agreement.

Installation

1. You agree to comply with all terms and conditions described in this Incentive Agreement, to arrange for the installation of the efficiency improvements as

specified in the Scope of Efficiency Improvements, and to properly operate and maintain the efficiency improvements specified herein.

2. You further agree to ensure that the installation and use of each efficiency improvement comply with all federal, state, and local laws and regulations including safety, building, and environmental codes. You also agree that any code corrections needed for the efficiency improvements are solely your responsibility, provided however, you may terminate this Incentive Agreement at no penalty should you identify corrections that you are unable to make but that are required to complete the Scope of Efficiency Improvements.

Verification

1. You agree to notify Efficiency Smart of project completion, no later than two weeks after the final installation of the efficiency improvements so that Efficiency Smart may confirm proper installation and operation of the efficiency improvements identified in the Scope of Efficiency Improvements.

2. You agree to allow Efficiency Smart reasonable access to the installed Efficiency Improvements, related equipment, and all documents pertaining to the acquisition and installation of the efficiency improvements for a period of five years after receipt of the incentive payment from Efficiency Smart. No payment will be made until the efficiency improvements have been installed, inspected and verified by an Efficiency Smart representative or Efficiency Smart determines that an inspection is not necessary. Efficiency Smart reserves the right to reduce or eliminate incentives associated with the project if the proposed improvements have not been installed as specified, are not in use, or do not operate properly.

Incentives

1. Subject to availability of funds, Efficiency Smart will reserve the Incentive to be paid upon project completion for up to 90 days after the date of the Efficiency Smart representative's signature on this Incentive Agreement, unless otherwise agreed in writing. If by the end of this 90-day period you have not provided Efficiency Smart with notice of project completion, Efficiency Smart will not be obligated to provide the Incentive.

2. Efficiency Smart agrees to provide you with the Incentive set forth above to help support your Project and to reduce energy use at your Facility. You agree to use the Incentive to install the efficiency improvements specified in the Scope of Efficiency Improvements.

3. You understand and agree that the Incentives provided by Efficiency Smart may be considered by the Internal Revenue Service and other governmental authorities to be taxable income. You therefore agree to be responsible for paying any taxes or other governmental assessments that result from this Incentive Agreement.

4. The Incentive payment will be based on the actual measures installed, but in no event will payment exceed $2,750.00 unless agreed upon in writing by all parties. Efficiency Smart reserves the right in its sole discretion to reduce the Incentive if the efficiency improvements included in the Scope of Efficiency Improvements has already been incentivized by Efficiency Smart at the time of purchase through an Efficiency Smart program or You are unable to complete the full Scope of Efficiency Improvements.

Dispute Resolution

1. Efficiency Smart and you will attempt in good faith to resolve any disputes that might arise in carrying out this Incentive Agreement. In the event that the Parties are unable to resolve a dispute, the matter will be immediately referred to an executive of Efficiency Smart who has authority to resolve the dispute. Any disputes or differences arising from this Incentive Agreement that cannot be amicably settled between the Parties shall be finally settled under the Rules of Conciliation and Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules. The arbitration shall take place in Columbus, Ohio. The resulting award shall be final and binding on the Parties, and shall be in lieu of any other remedy.

The Parties understand that this Incentive Agreement contains an agreement to arbitrate. After signing this document, the Parties understand that they will not be able to bring a lawsuit concerning any dispute that is covered by the arbitration agreement unless the dispute involves a question of constitutional or civil rights. Instead, the Parties agree to submit any such dispute to an impartial arbitrator.

Other Terms & Conditions

1. For five years following the receipt of the incentive payment, You agree to allow Efficiency Smart to install equipment at your Facility to monitor any Efficiency Improvements installed under this Incentive Agreement.

2. You understand and agree that estimates of energy savings, costs, and benefits are not guaranteed expressly or implicitly; actual savings and costs may differ from estimates due to many factors, including but not limited to hours of operation, weather, changes in business operations, and equipment maintenance. You understand and agree that the actual cost of purchasing, installing, operating, or maintaining the Efficiency Improvements under this Incentive Agreement and the energy savings and benefits may differ from the estimates provided by Efficiency Smart. Efficiency Smart will not be required to provide additional incentives for the Efficiency Improvements covered by this Incentive Agreement if installation costs are higher than estimated, if energy savings and benefits are lower than estimated, or where code violations exist.

3. Efficiency Smart does not warrant the performance of efficiency improvements installed as part of any Efficiency Improvements.

4. Efficiency Smart disclaims all warranties, whether expressed or implied, including any implied warranty of merchantability or of fitness for a particular purpose, that the design, engineering or construction of the Facility, the equipment for any efficiency improvements, or the installation thereof, complies with any specifications, laws, ordinances, regulations, codes, or industry standards.

5. Efficiency Smart is not responsible for the proper disposal or recycling of any waste generated as a result of the project.

6. No particular manufacturers, products, or system designs are endorsed by Efficiency Smart.

7. You agree not to assert any claim against Efficiency Smart, its directors, officers, employees, agents, and invitees from all liabilities (including reasonable fees for attorneys) arising in connection with this Incentive Agreement. These include liabilities that might arise from changes in your operations, including both direct and indirect losses.

8. In accepting the Incentives, you agree that Efficiency Smart holds the sole rights to all electric system capacity credits and environmental credits associated with the efficiency improvements for which incentives have been received. These credits will be used for the benefit of public power communities who are subscribing members of American Municipal Power Inc.

9. This Incentive Agreement will be governed by and interpreted in accordance with the laws of the State of Ohio.

10. This Incentive Agreement sets forth the entire agreement between the Parties and replaces all oral or written agreements. No part of this Incentive Agreement may be waived or changed except by the written agreement of both Parties.

11. Nothing in this Incentive Agreement will create any contractual relationship between Efficiency Smart and any of your employees, contractors, or agents. In addition, this Incentive Agreement does not create any obligation on the part of Efficiency Smart to pay, or to see to the payment of, any money due from you to contractors, employees, agents, or other persons or organizations.

Revised March 23rd, 2023

2023 REBATE REQUEST FORM

Please submit this form at the time of project completion to initiate your incentive check processing and to confirm the incentive check payee. Please include copies of final paid invoices as proof of project completion.

CUSTOMER INFORMATION

Business Name

Contact Person | Contact Title

Contact Phone | Contact Email

CONTRACTOR/VENDOR INFORMATION (if Contractor/Vendor is receiving the rebate check directly)

Business Name

Contact Person | Contact Title

Contact Phone | Contact Email

INCENTIVE CHECK PAYEE INFORMATION

Company Name*

Company Address | City | State | Zip

**Note that the Company Name and Federal Tax ID must correspond in order to process payment*

Company Type: ☐ Corporation ☐ Partnership ☐ Individual Proprietorship ☐ LLC
☐ Not for Profit ☐ Government ☐ Other (describe): _____

I certify that all statements made on this form are correct to the best of my knowledge and I have included dated and paid final invoices with the submittal of this form.

Payee Signature | Date

EFFICIENCYSMART™

efficiencysmart.org
1111 Schrock Road, Suite 203
Columbus, Ohio 43229

877.889.3777
info@efficiencysmart.org

SUMMIT EDUCATIONAL SERVICE CENTER
CONTRACT FOR SERVICES FOR STUDENTS WITH A DISABILITY
Student Institutional Placement in a School other than Student(s) District of Residence

AGREEMENT FOR ADMISSION FOR TUITION PUPILS
PURSUANT TO SECTIONS 3327.07, 3327.06, 3323.14, and 3317.08 O.R.C.

SCHOOL OF ATTENDANCE: TALK Preschool Program

The Summit Educational Service Center Board of Governors hereby enters into a contract for admission (pursuant to Section 3327.04 O.R.C) of the student(s) listed below to the **TALK Preschool Program** with the **Wadsworth School District** (District of Residence) for educational purposes for the school year of **2024-2025.**

The **Wadsworth School District** (District of Residence) hereby agrees to pay directly to the Summit Educational Service Center for each of the listed pupil(s) an amount equal to the tuition pro-rated amount of **$13,900.00 for the remainder of the 2024-2025 school year (March 3 – May 29, 2025)** to the Summit Educational Service Center (District of Attendance).

The Summit Educational Service Center Board of Governors (District of Attendance) will NOT include these IEP (Individualized Education Program) placed pupil(s) in their ADM certification.

	Name of Student	Address of Student
1.	[redacted]	Wadsworth, Ohio
2.		
3.		
4.		

We hereby accept the pupil(s) listed below to our school/program on the terms described above.

District of Attendance Superintendent Signature — Date

District of Attendance Treasurer Signature — Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your school/program on the terms described above for the school year **2024-2025 (March 3 – May 29, 2025).** We likewise acknowledge and approve the additional cost of a One-on-One Aide, if required by the IEP.

District of Residence Superintendent Signature — Date

District of Residence Treasurer Signature — Date

SCESC:2021/pm

NEW Products! Check out our fresh new keepsakes in our Giftshop

Terms of Service

Last updated: October 18, 2024. View previous versions of this document.

Also see Privacy Policy

Thank you for your interest in Artsonia, which owns and operates the services offered on Artsonia.com and ArtsoniaLite.com ("Artsonia Website"), including the Artsonia platform ("Artsonia Platform"), and any associated mobile applications ("Artsonia Apps") or additional products and services that Artsonia may provide now or in the future, whether provided free of charge, or on a fee, purchase, or subscription basis (collectively, the "Service").

The following are the terms of service ("Terms") that define the relationship between Artsonia LLC registered as a Limited Liability Company under the laws of the State of Delaware in the United States ("Company," "Artsonia," "we," or "us") and you ("User"), and govern your use of the Service. OWO 10/17/2024 MM

Quick Reference

1. Agreeing to our Terms
2. Using the Service
3. Artsonia Technology
4. Your Information and Content
5. Comments and Compliments
6. Privacy and Security
7. Registration and Security
8. Additional Terms by User Type
9. Additional Terms for Artsonia Related Services
10. FERPA
11. Modification to Agreement
12. Your Representations and Warranties
13. Your Covenants and Promises
14. Acceptable Use and Conduct
15. Experimental Features
16. Artsonia Custom Merchandise
17. WARRANTY DISCLAIMER
18. LIMITATION OF LIABILITY
19. Indemnity MM 10/17/2024
20. Copyright Protection
21. Integrated Services
22. Third-Party Applications and Integrations
23. Third Party Content and Websites

24. **User Interactions and Releases**

25. **Feedback**

26. **Term and Termination**

27. **International Users**

28. **Dispute Resolution**

29. **Miscellaneous**

30. **Contacting Artsonia**

1. Agreeing to our Terms

Please read the Terms carefully before you start using the Service. By using the Service or by clicking to accept or agree to the Terms when this option is made available to you, you accept or agree to be bound and abide by these Terms, our **Privacy Policy**, and any posted guidelines, policies or rules applicable to specific features of the Service, which may be posted from time to time (collectively "Guidelines"), incorporated herein by reference. If you do not want to agree to these Terms, the **Privacy Policy**, or the Guidelines, you must not access or use the Service. If you are Teacher (as defined below) and your School (as defined below) has signed a version of a **Student Data Privacy Agreement** ("DPA"), or if your School is from Illinois then an **Illinois Student Data Privacy Agreement**, or if your School is from New York then a **New York Student Data Privacy Agreement**, or if your School is from Texas then a **Texas Student Data Privacy Agreement**, you will also be subject to that DPA. If you are Teacher and participating in the **Artsonia Fundraising Program**, or using or redeeming any **Artsonia Funds**, you will be subject to the **Artsonia School Fundraising Promotion Agreement**. If you are purchasing any product (i.e. a piece of artwork customized on merchandise, a digital item, or a subscription) through the Service, you will be subject to the **Artsonia Payment Terms**. The DPA (if applicable), Payment Terms and School Fundraising Promotion Agreement are hereby incorporated by reference.

The Terms, including the Guidelines and future modifications (collectively, the "Agreement") govern your use of the Service and is a legal contract between you and Artsonia.

Age Specific Uses of the Site:

The Service is available all Users, including to individuals under the age of 18. Except as otherwise set forth in this Agreement, the Service's content is in part directed to children under 13 as a primary audience.

Individuals under the age of 18 may not register for accounts, post User Content (as defined below) or other materials on the Service, without permission from parents, guardians, or other authorized Users who are legally authorized to act on behalf of parents under state or federal law (collectively "Parent") as defined herein.

Individuals under the age of 18 may not subscribe to premium services, purchase items, agree to terms and conditions, including this Agreement.

If the User is a Parent, they may grant consent and permission for individuals under the age of 18 to access and use the Service on behalf of the minor. If so, then such individuals under the age of 18 may use the Service provided the Parent agrees to the Terms.

Younger visitors should always check with their Parent before entering information on any website or mobile application, and we encourage families to discuss their household guidelines regarding the online sharing of information.

2. Using the Service

Permission to Use Artsonia

As long as you are complying with these Terms, Artsonia gives you permission to access and use the Service solely to enable your use of the Service.

Unless specified otherwise, access to and use of the Service is free, though we may offer new or additional special features, additional premium subscription-based services, and the ability to purchase **Custom Merchandise** (as defined below) for which Artsonia may charge fees, subscription charges or other prices. Please also be aware that while we currently provide our mobile services for free, your

carrier's normal rates and fees still apply, such as text messaging and data fees.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

Changes to the Service

From time to time, we may implement changes and improvements to our Service. We may add or remove functionalities or features, and we may suspend or stop a feature or the Service altogether, including, for example, if you do not comply with these Terms or if we are investigating suspected misconduct. We may also stop providing the Service to you, or add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability.

~~Your continued use of the Service following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.~~ 12/17/2024 m

We reserve the right to withdraw or amend the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, to users, including registered users.

You are responsible for both making all arrangements necessary for you to have access to the Service and ensuring that all persons who access the Service through your internet connection are aware of these Terms and comply with them.

Restrictions

Except as expressly permitted under this Agreement, you agree you will follow all the restrictions set forth in the ***Artsonia Technology*** and ***Acceptable Use and Conduct*** sections below.

3. Artsonia Technology

The Service and the Artsonia Technology are intended solely for the personal, non-commercial use of our Users and may only be used in accordance with this Agreement.

"Artsonia Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including Artsonia proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Service, and all other intellectual property, including all Artsonia Marks.

"Artsonia Marks" means the trademarks, service marks, service names, logos, or any other trade name, other distinctive or proprietary brand features of Artsonia, Artsonia's name, the terms and all related names, logos, product and designs, and slogans.

All other names, logos, product and service names, designs, and slogans on this Service are the trademarks of their respective owners.

Artsonia Technology is protected by copyright and other intellectual property laws. Using our Service does not give you ownership of any intellectual property rights in our Service or the Artsonia Technology. You agree that, as between you and Artsonia, all the intellectual property rights in the Service and Artsonia Technology, which does not include User Content (as defined below), are owned by Artsonia or its licensors. These terms do not grant you the right to use any Artsonia Marks.

You will not, nor will you allow any third party (whether or not for your benefit) to:

- Run, license, rent, lease, loan, distribute or sell access to the Service or the Artsonia Technology.
- Build or support (and/or assist a third-party in building or supporting) products or services in competition with Artsonia, or access the Service to build a product using similar ideas, features, functions, interface or graphics of the Service.
- Use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Artsonia Technology for any purposes other than as expressly permitted under this Agreement.
- Decompile, reverse engineer, disassemble, or otherwise attempt to obtain the source code of any Artsonia Technology.
- Access (or attempt to access) any service on the Service by any means other than as permitted in this Agreement.
- Circumvent, disable or otherwise interfere with security related features or features that prevent or restrict use or copying of any User Content (as defined below) or Artsonia Technology or enforce limitations on use of the Artsonia Service or the User Content

and Artsonia Technology.

- Remove, obscure, or alter any copyright, logo, trademark, or other legal notices displayed in or along with our Services or any Artsonia custom products or merchandise, or otherwise use any Artsonia Technology in a manner that creates the impression that the Artsonia Technology belongs to you.
- Use Artsonia Marks without the prior written permission of Artsonia.

4. Your Information and Content

User Content

In the course of using the Service, you and other Users may provide or post certain content or information (including, but not limited to, artwork, photography, voice or video (collectively referred to as "Artwork"), Artwork title, Artwork statements, Lesson Plans (as defined below), Comments (as defined below), Compliments (as defined below), Student Feedback (as defined below), Student Data (as defined in the **DPA**), and Art Room News (as defined below)), which may be used by Artsonia in connection with the Service and which may be visible to certain other Users (collectively "User Content"). Please visit our **Privacy Policy** for additional information on the types of information different types of Users are able to provide. Additionally, some User Content may be deemed an Education Record (as defined below).

Ownership

Consistent with applicable law, as between Artsonia and you, you retain all ownership rights you have in any User Content. Artsonia does not claim any ownership rights in the User Content. In short, what belongs to you stays yours. Please note that, while you retain ownership of your User Content, any template or layout in which you arrange or organize such User Content through tools and features made available through any of our Service are not proprietary to you, and the rights to such template or layout will remain with us.

We believe that you (or your school, as applicable) own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

License

In order to allow Artsonia to provide the Service, you hereby grant to Artsonia a limited, non-exclusive, sublicensable (as necessary to perform the Service, or produce **Custom Merchandise**), worldwide, royalty-free, and transferable (only to a successor) right and license to:

i. Use, host, copy, store, distribute, publicly perform and display, publish (in whole or in part), modify, and create derivative works (such as changes we make so that your content works better with our Service or to produce Custom Merchandise) such User Content as necessary to (a) provide, improve and make the Service available to you and other Users, and (b) produce (including sharing with our **subprocessors**) **Custom Merchandise** depicting the User Content;

ii. Use and disclose metrics and analytics regarding the User Content in an aggregate or other non-personally identifiable manner (including, for use in improving our Service or in marketing and business development purposes);

iii. Use any User Content (including any Student Data or Education Record) that has been de-identified for any product development, research or other lawful purpose subject to the **Privacy Policy**; and

iv. Use for other purposes permitted by the Artsonia **Privacy Policy**.

In addition to the rights, licenses and privileges referred to above, you agree that Artsonia may use and refer to your Artwork, first name and **screenname** that are posted publicly on the Service and not in the private areas of our Service ("Public Artwork") (including screen shots) in marketing materials, press releases, financial reports, presentations, website materials, customer lists and other media now known or hereafter discovered in connection with the marketing, advertising and promotion of the Service, and any products, goods, features, capabilities and/or services associated with the Service. This right will continue until your Public Artwork is deleted; provided however, that any Public Artwork previously printed in brochures, articles or other marketing materials that Artsonia had prepared before any request for deletion was received will continue to be used.

Artsonia will only share and use your **Personal Information** in accordance with Artsonia's current **Privacy Policy**.

License Termination

The license in Section 4 above will terminate when you or your School (as defined below) delete (i) any User Content with intellectual property rights (like images or videos) ("IP Content"), or personally identifiable information (such as that in Student Data or an Education Record), (ii) delete your account. Such termination may not apply if your User Content has been shared with others, and they have not deleted it. When you post User Content on the Service, some of it may be publicly available, and it means that you are allowing everyone, including people unaffiliated with Artsonia, to access and use that information, and to associate it with you (i.e., your name and profile picture if you provide one as a User or any Artwork uploaded). Note, however, that any User Content that may be an Education Record (including User Content in or related to messages sent through Artsonia) may be kept after you delete your account for School legal compliance reasons (e.g. maintenance of "education records" under the Family Educational Rights and Privacy Act (FERPA)). Please see the section entitled ***Deleting Your Account*** in our **Privacy Policy** for more information. When you delete IP content, Student Data, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Content may persist in backup copies for a reasonable period of time (but will not be available to others).

Parents acknowledge and agree that the license granted in Section 4 may mean that third parties that are not related to or known to Parent may purchase Artsonia **Custom Merchandise** containing their child's User Content (e.g. Artwork and title), and that Parent has granted such license when they **consent** to their child's Artwork being posted publicly on the Service. The license in Section 4 above will terminate when you withdrawal your consent or delete the IP Content, provided, however, that such license will continue for Custom Merchandise previously purchased by third parties prior to such withdrawal or deletion.

Your Responsibilities and Artsonia Rights

You agree that you, or your School, are responsible for making sure that you have all rights in the User Content, including the rights necessary for you to grant us the foregoing licenses to the User Content. School or Teacher, as applicable, represents, covenants and agrees on behalf of yourself and your student Users that the submitting User (including your students) has all required rights to submit, post, upload or otherwise, own, use or disseminate the User Content it submits or uploads without violating any third-party rights. You are responsible for ensuring your User Content complies with the ***Acceptable Use and Conduct*** Section and any other guidelines or conditions specific to certain categories of User Content. All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. Artsonia cannot guarantee the identity of any other Users with whom you may interact in the course of using the Service, or the authenticity of any data which Users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

You acknowledge that Artsonia and its designees (such as Teacher) reserve the right, but shall have no obligation, to pre-screen, filter, remove, refuse to accept, delete, remove, post, display, or transmit any User Content through or on the Artsonia Service in whole or in part at any time for any reason or no reason with or without notice and with no liability of any kind. You are solely responsible (and assume all liability and risk) for determining whether or not any User Content is appropriate or acceptable to you. We do not guarantee that we will publish any of your User Content, and reserve the right to remove User Content from the Service at any time for any reason, such as if we receive a notice reports a User Content infringes someone's intellectual property rights.

Your Likeness

If you are a User and upload any Artwork or image containing your likeness, you also agree to the following: You consent to the use of your likeness, and you have obtained the written consent, release, and/or permission of every identifiable individual who appears in your User Content to use such individual's likeness, for purposes of using the User Content in the manner contemplated by this Agreement, or, if any such identifiable individual is under the age of eighteen (18), you have obtained such written consent, release and/or permission from such individual's Parent (and you agree to provide to us a copy of any such consents, releases and/or permissions upon our request).

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5. Comments and Compliments

Artsonia enables Users, including Parents and Teachers, to submit **comments** for artists in furtherance of its mission to help boost children's pride and self-esteem and to encourage their creativity ("Comments"). Additionally, Artsonia enables Users, including Parents and Teachers, to send **compliments** ("Compliments") to Teachers. Users are solely responsible for Compliments they send to Teachers or Comments they send to artists (including the inclusion of any **personal information** contained therein), and for ensuring that such Compliments and Comments meet all applicable conditions and restrictions set forth in this Agreement. Artsonia is not responsible for the content of Compliments or Comments submitted by Users, and Artsonia makes no warranties, express or implied, that every Compliment or Comment will be to the liking of Teachers, Parents, artists or other Users. Artsonia is not liable or responsible for any content in the Compliments or Comments or for any damages, direct or indirect, compensatory, consequential, punitive, or otherwise arising therefrom.

Because the Parent must review and authorize each Comment before it is posted to the Service, the Parent is solely responsible for all Comment content approved for posting on the Service, including any **personal information** contained in such Comments. Artsonia is not liable or responsible for any Comment content posted to the Service, or for any damages, direct or indirect, arising therefrom.

The Teacher or a Parent can remove a **Comment** or **Compliment**, or disable the ability to receive and approve Comments, by contacting us as described in the ***Contacting Artsonia*** section below.

6. Privacy and Security

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our **Privacy Policy** which explains how we treat your **Personal Information**, protect your privacy when you use our Service, and for more information on the administrative, technical and physical safeguards we maintain to protect against unauthorized use, disclosure of or access to personal information. Please see our **Privacy Policy** for a description of the procedures 1) by which a Teacher, child, or Parent may review, access or delete the personal information of a child; and 2) by which a Teacher or School may access and delete Education Records.

For additional information on our privacy security practices, please visit the Artsonia **Privacy Center**.

7. Registration and Security

To access the Service, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete. You agree that all information you provide to register with this Service, including, but not limited to, through the use of any interactive features on the Service, is governed by our **Privacy Policy**, and you consent to all actions we take with respect to your information consistent with our **Privacy Policy**.

As a condition to using the Service, you may be required to register with Artsonia and select a username and password or provide additional contact information (collectively, "User ID"). You must provide Artsonia with true, accurate, complete, and current User ID information. You agree to promptly update all information to keep your account on Artsonia current, complete and accurate. You may not select or use as a User ID the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. Artsonia reserves the right to refuse registration of or cancel a User ID in its discretion.

You shall be responsible for maintaining the confidentiality of your User ID, and, if you are a Parent, the User ID of your child and will not share with anyone or let anyone else access your account. You may not transfer your account to anyone without express prior written consent of Artsonia. Additionally, as a Parent, the email address that you submit must not be shared by anyone else, especially your child or any other minor. Artsonia will not be liable for any direct or indirect loss that you may incur as a result of someone else using your User ID, either with or without your knowledge or for a failure to comply with this section. However, you may be held liable for losses incurred by Artsonia or another party due to someone else using your User ID. In other words, please be careful with your identity and passwords.

You expressly agree to (a) immediately notify Artsonia of any unauthorized use or any other breach of security of your account or, if a Parent, of your child's account, and (b) ensure that you properly log out from your account at the end of each session, and if a Parent, ensure that your child properly logs out from their account at the end of each session.

8. Additional Terms by User Type

These Terms contain general terms that apply to you as a User of the Service, along with additional terms that may apply to you as a User registered as a teacher, school leader, aide, or other similar personnel ("Teacher"), a Parent or Fan Club Member (as defined below).

A. Teacher: If you are Teacher accessing the Service on behalf of a school, school district, or other similar educational institution ("School"), the following terms apply to you:

i. **Permissions and Authority.** You agree that you are acting on behalf of (or have received all necessary permission from) your School to enter into this Agreement and to register and use the Service as part of your curriculum. Only Teachers who are current employees of the School may use the Service on the School's behalf. The Teacher is responsible for obtaining any necessary approvals from their school's authorities and administrators before using the Service. Upon termination of a Teacher or other staff member's employment with the School, such individual must return and cease using all login details and student access they have in

their possession. If at any time you learn a User of the Service claims to be affiliated with your School who is not, in fact, affiliated with your School, you will notify Artsonia immediately.

ii. **Students under 13.** You further understand and acknowledge that the **Children's Online Privacy Protection Act** ("COPPA") prohibits online service providers from knowingly collecting **Personal Information** from children under 13 years of age without consent and you understand that we will not let children under the age of 13 use certain features of the Service unless: You agree to school consent to allow the child to access certain features of Artsonia which may result in the collection of personal information from the child, such as through the **Class Portal** feature, and have opted to obtain **permission** by either a) choosing to act as an agent of the Parent and consent on the Parent's behalf using school consent or b) collecting the appropriate parental consent prior to allowing the students access to the Class Portal. Additionally, regardless of whether you obtain school consent, or elect to have Artsonia obtain parental consent in order for a child to use the Service, no child's Artwork (and associated title and statement) or other content will be shown on the Public Website (as defined below) until Artsonia has also obtained **parental consent**. You agree that you will not knowingly allow a child to use the Class Portal feature or the Service until either Artsonia has obtained parental consent (or you have agreed to school consent).

iii. **School Consent.** You acknowledge and agree that when **school consent** must be utilized to allow children under 13 to use the Service, you and/or the School will be solely responsible (and hereby agree that Artsonia is not responsible) for 1) obtaining parental consent (or if allowed by your School's policy, acting as the agent of the Parent and consenting on their behalf) under COPPA and 2) providing all required notices to Parents, including under COPPA. If you and/or the School opt to obtain parental consent independent of Artsonia's parental consent method (rather than utilize school consent), you and/or the School are responsible for disseminating any required parental consent forms to the Parents of potential student Users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a Parent does not consent or rescinds such school consent, you and/or the School shall notify Artsonia to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services. Under no circumstances will Artsonia be liable for your failure to consult their school's authorities and administrators or for failing to obtain school consent when required.

iv. **Parent Code.** Each student within the school roster is assigned a unique **parent code**. This parent code is required for Parents to register and connect with their child's account on Artsonia and to give consent for their child to use certain features of Artsonia, including to display their child's Artwork on the Public Website (as defined below) and participate in Class Portal. It is your responsibility to ensure that each student only shares their parent code with their Parents. If the Teacher has access to the students' Parent contact information and has permission to do so, the Teacher may provide Artsonia a list of Parent email addresses for Artsonia to send the parent code embedded in a link to Parent to click through in order to give consent and additionally create a Parent account. Alternatively, you may also use school-level parent code to use within one of your school communication tools. If you use this method, after a parent registers and gives permission, you will then be required to verify and approve the parent connection by confirming the parent email address compared to school records. After the teacher approves the connection, the parent is then registered and connected to their child.

v. **Class Portal.** If you choose to use the **Class Portal** feature, the following conditions and limitations apply:

- Using the Class Portal feature, you may elect to allow students to directly contribute their Artwork and/or artist titles and statements to current projects and also allow students to submit Comments to other students.
- It is your responsibility to decide whether to grant permission to students to submit Artwork, artist titles, statements and/or Comments using the Class Portal feature. If you choose to enable students to submit their own Artwork, artist titles, statements and/or Comments using the Class Portal feature, such students can photograph and upload their own Artwork and perform simple editing of the image as well as adding their own title and artist statement and enter in Comments on other student Artwork. Artsonia is not responsible for the selection of students who are given access to the Class Portal feature.
- It is your responsibility to ensure that only the applicable students know the **School access code**. In addition, you agree that you will not knowingly allow a student to use the Class Portal feature or the Service until either you have obtained school consent (if you elect to do so) or Artsonia has obtained consent (if required) from the student's Parent.
- All Artwork, titles, artist statements, and other materials submitted for display on the Service directly by you or by students via the Class Portal feature must be reviewed by you in accordance with, and are subject to, this Agreement, including those terms and conditions set forth in Section A(vi) below and Section 4 (*Your Information and Content*).

vi. **Artwork and Other Submitted Content.** If you choose to submit (or allow students to submit) student Artwork, Artwork titles, artist statements, your own Artwork, **student feedback** ("Student Feedback"), **lesson plans** ("Lesson Plans"), Paid Teacher Content (as defined below), **newsletters** such as Art Room News ("Art Room News"), and other User Content to the Service, the following conditions and restrictions apply:

- You must comply at all times with the **Content Submission Guidelines**.

- To organize Artwork, Teacher inputs the first and (optionally) last names of students in a secured School roster. The first and last names are entered in separate fields, and unique **screennames** are then generated for each student, based on the information entered in the first name field. It is your responsibility to ensure that only the first name is added in the first name field.

- You are solely responsible for reviewing all Artwork and other material prior to submission, including those submitted by students via the **Class Portal** feature. You are also solely responsible for all submitted content and for determining whether or not the submitted content contains personal information. If the submitted content contains personal information, you may either remove or mask the content, or designate that it contains personal information and will therefore only be available to Parents and verified Fan Club Members. You further acknowledge that any content submitted, including through the Class Portal feature, is subject to any other disclaimers and rights of Artsonia with respect to such content contained in this Agreement, including, but not limited to Section 4 (*Your Information and Content*).

- You grant to Artsonia a non-exclusive, royalty-free, transferable, sublicensable, irrevocable, world-wide license to use your User Content in connection with Artsonia's, or any of its successors' in interests, provision of the Services to (a) make, use, offer to sell, sell, import, advertise, market, and distribute your User Content, and to (b) reproduce, publicly perform, transmit, publicly display, distribute, and create derivative works including advertising for Artsonia and its successors services based on the User Content.
- You represent and warrant that you exclusively own and hold title to your User Content. You agree you will indemnify, defend, and hold harmless Artsonia, and its respective officers, directors, employees, agents, affiliates, successors, and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by you of your representations, warranties, or other obligations hereunder. Your obligations under Section 8.a.vi of these Terms shall not exceed fifty thousand dollars ($50,000.00). In no case shall any of your board members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless Artsonia under Section 8.a.vi of these Terms.
- When you submit User Content to the Service, often times you can create links to external websites. If you elect to create links to external websites, you must verify the quality and substance of each external link. You are solely responsible for any links you create to external websites. Artsonia is not liable or responsible for any links created by you, or for any damages, direct or indirect, arising therefrom.
- You should use the Art Room News feature for educational subject matter only. You must comply at all times with the **Art Room News Guidelines.**

vii. **Paid Additional Content.** If you are Teacher, Artsonia may offer to pay you for the rights to use videos, sound clips, images, writings and other creative works developed by you (collectively "Paid Teacher Content"). In addition to the other terms and conditions of this Agreement, your submission of Paid Teacher Content shall be governed by terms and conditions of this Section 4(A)(vii). At the time Artsonia agrees to purchase rights for the Paid Teacher Content pursuant to this Section 4(A)(vii), Artsonia will specifically identify the Paid Teacher Content ("Specific Licensed Content") being purchased from you and the price Artsonia is offering ("Offered Price") in exchange for your granting of the rights in Paid Teacher Content. In the event of any conflict between this Section 4(A)(vii) and any other term of this Agreement, this Section 4(A)(vii) shall control.

B. Parents: If you are a Parent of a child that is participating in the Service, then the following terms and limitations apply to you:

i. **Your Consent.** If your child is under the age of 13, consent must be given in order for your child to use certain features of the Service. This consent may be obtained either from: 1) your child's Teacher (through **school consent**) if the Teacher is allowing the child to upload Artwork and other information by turning on the **Class Portal** feature; or 2) you directly, if the child's Teacher has elected to have Artsonia obtain **parental consent.**

Regardless of what consent method your child's Teacher has elected, no child's Artwork will be shown publicly (even if Teacher has obtained school consent), until Artsonia has additionally obtained **parental consent** from you directly. If you are the Parent of a child who is using the service and your child's school is not utilizing **school consent** and you did not give parental consent, you can contact us as described in the ***Contacting Artsonia*** section below to have that child's use terminated and any associated **Personal Information** deleted.

Information collected from children (including personal information and information collected automatically) is never used or disclosed for **third-party advertising.** Additionally, personal information collected from children is never used for **behaviorally-targeted advertising** to children (first or third party). Lastly, children's personal information is never sold or rented to anyone, including marketers or advertisers. See our **Privacy Policy** for more details.

ii. **Viewing and Accessing Your Child's Artwork.** As a Parent, if you have given **consent** and created an account, you can login to view all of your child's artwork. This portfolio of Artwork would include all Artwork, both containing and not containing personal information. In addition, all artwork that does NOT contain personal information (as designated by the Teacher or by the Parent) will also be available on the anyone visiting the Service ("Public Website"). The Artwork that DOES contain personal information will not be displayed on the Public Website and will only be available to Teacher, Parents and verified Fan Club Members when they are logged with a username and password. Additionally, if you do not have an account, you may request that any or all of your child's Artwork be removed from the Service by contacting your child's school as further described in the ***Parental Choices*** section of the Privacy Policy. Additionally, please see the ***How long we keep Children's information*** section in the **Children's Privacy Policy** for more information on data retention.

iii. **Artwork and Other Submitted Content by Parents.** If a Parent chooses to submit their child's Artwork or other information to the Service, the following conditions and restrictions apply:

- You must follow the **Content Submission Guidelines**.
- You are solely responsible for reviewing all Artwork and other material prior to submission, (including deciding whether or not the Artwork contains **Personal Information**). You are also solely responsible for all submitted User Content (including for any personal information contained therein if not removed or masked by you) and for ensuring that such submissions meet all applicable conditions and restrictions set forth in this Agreement, including, but not limited to, those in Section 4 (Your Information and Content) and the **Content Submission Guidelines**. You further acknowledge that any content submitted is subject to any other disclaimers and rights of Artsonia with respect to the content contained in this Agreement, including, but not limited to Section 4.
- You acknowledge that if you ever wish to remove Artwork or other submitted content about your child, you can do so by either logging into your account and deleting the content or by contacting us as described in the ***Contacting Artsonia*** section below.

iv. **Artwork and Other Submitted Content by Children.** If a Parent chooses to setup account access for their Child, the Child will be able to submit Artwork, their likeness, and other information to the Service (collectively "Child Submissions"). Child Submissions shall not be publicly posted on the Service until such postings are approved by the Parent. Approved Child Submissions shall be subject to the terms set forth in Section 8(B)(iii) above as well as the "License" terms and conditions set forth in Section 4 herein.

v. **Fan Club Members Approved and Verified.** If a Parent chooses to add Users to a Child's fan club, they can do so by entering in a User's first name, relationship and email address. Additionally, if a Fan Club Member signs up on the Service, the Parent is alerted to verify and approve that Fan Club Member signup for their Child. Parent agrees and acknowledges to confirm the accuracy of the email of the Fan Club Member.

C. Fan Club Members: Artsonia enables Users to register as a member of an artist's fan club ("Fan Club Member"). Upon registration, the Fan Club Member will be asked to provide their first and last name, relationship to the artist, and email address ("Fan Club Registration Information"). Please note that your Fan Club Registration Information (including first and last name, email and relationship to the artist) will be accessible and viewable to Parent(s) of the artist. As a Fan Club Member, you hereby agree and acknowledge that the artist's Parent(s): (i) have access to your Fan Club Registration Information; (ii) may edit your Fan Club Registration Information; and (iii) may remove you as a Fan Club Member. You further agree that certain Fan Club Registration Information will be posted publicly on the Service next to the artist that you become a Fan Club Member of.

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9. FERPA

Artsonia understands that it is important that our partner Schools comply with the **Family Education Rights and Privacy Act** ("FERPA") and related regulations. Certain information that may be provided to Artsonia by Teacher that is directly related to a student and maintained by an School, may be considered an **education record** under FERPA ("Education Record"). Additionally, certain information, provided to Artsonia by Teacher about a student, such as student name ~~and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record~~. Please see our **Privacy Policy** for more information regarding FERPA, Artsonia's commitments to help Schools comply with FERPA, and Schools' obligations with respect to FERPA.

10/19/2024

Artsonia is not in a position to provide legal advice regarding whether the School's existing FERPA disclosures are sufficient. To the extent that Teacher have questions regarding these issues, they should consult the School's own legal counsel for more information.

10. Modification to Agreement

We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Service. You should look at the Agreement regularly. We last modified this Agreement on the date stated above. We'll post notice of modifications to this Agreement on this page or elsewhere on the Service and/or as required by law. Changes will not apply retroactively and will only become effective when (a) you use the Service after you know about the change, or (b) thirty days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Your continued use of the Service, following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. If you do not agree to the modified Agreement, you should discontinue your use of the Service.

Artsonia will not materially change how **PII** contained in **Education Records** is used or shared under these Terms without advance notice, including prominent notice to affected Users. If a change with respect to how PII contained in Education Records is used or shared under these Terms has a material adverse impact on the Teacher or School and the Teacher or School does not agree to the change, the Teacher or School must notify Artsonia within thirty days of receiving the notice of change as described in the ***Contacting Artsonia*** section below. If the Teacher or School notifies Artsonia as required, then the Teacher or School will remain governed by the Terms in effect immediately prior to the change until the end of the then current Term. If the Service is renewed, they will be renewed under Artsonia's then current Terms.

MM 12/17/2024

11. Your Representations and Warranties

You represent and warrant that you (i) possess all rights necessary to provide your User Content and grant Artsonia the rights in this Agreement; (ii) you will comply with the Laws in connection with your use of the Service; and (iii) you are solely responsible for providing notices and obtaining any consents required by applicable Laws for students to use the Service or to provide the User Content, including compliance with the applicable provisions of COPPA as set forth in this Agreement when obtaining **school consent**.

12. Your Covenants and Promises

You covenant and promise that you will not provide any User Content or otherwise use the Service in a manner that (i) infringes, violates or misappropriates another's intellectual property (including, without limitation, copyright, trademark, patent or trade secret) rights, rights of publicity or privacy, or other rights; (ii) violates any applicable national or international, federal, state or local law, statute, ordinance or regulation or which would render Artsonia in violation of any applicable laws or regulations, including without limitation COPPA, CCPA, ~~EU General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR)~~, state student privacy laws, and FERPA (collectively the "Laws"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, slanderous, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Service in any way, such as allowing someone else access to your account or password or submitting User Content that contain viruses.

12/17/2024 MM

13. Acceptable Use and Conduct

We do our best to keep Artsonia safe, but we cannot guarantee it. We need your help to keep Artsonia safe, which includes the following commitments by you when using our Service:

1. You will only use the Service as permitted by Law, including applicable export or re-export control laws and regulations.
2. You will not copy, modify or distribute any text, graphics, or other material or content available through the Service without our prior written permission, or if such content is a User Content, the prior written consent of such User.
3. You will not post any User Content or use the Service in a manner that infringes, violates or misappropriates any third party's intellectual property rights or other proprietary rights, or contractual rights.
4. You will not use the Service to violate a person's right to privacy or publicity or otherwise collect, use or disclose data, including personal information, about other Users without consent or for unlawful purposes in violation of any Law.
5. You will not post, or otherwise transmit, any unauthorized commercial communications (such as spam, promotional emails, or advertisements) on or through the Service.

6. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.

7. You will not use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service, including any Users' content or information, or otherwise access the Service, - except for Internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file, or "well-behaved" web services/RSS/Atom clients. We reserve the right to define what we mean by "well-behaved".

8. You will not employ misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin on any content transmitted to or through the Service.

9. You will not upload viruses or other malicious code, files or programs.

10. You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other Users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.

11. You will not access (or attempt to gain unauthorized access) to the Service or to Artsonia's computer systems by any means other than those permitted by this Agreement or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service.

12. You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.

13. You will not bully, intimidate, or harass any User or use the Service in any manner that is threatening, abusive, violent, malicious, or harmful to any person or entity, or invasive of another's privacy.

14. You will not use this Service in any way to upload, post, transmit, email or otherwise distribute any material that: is hate speech, discriminating, defamatory, threatening, pornographic or obscene; incites violence; contains nudity or graphic or gratuitous violence; or is otherwise objectionable as reasonably determined by Artsonia.

15. You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory (including based on race, sex, color, religion, national origin, marital status or disability).

16. You will not use the Service in any manner that is harmful to minors. Without limiting the foregoing, you will not transmit or post any content anywhere on the Service, including any User Content, that violate child pornography laws or that otherwise violates any child sexual exploitation laws. Artsonia absolutely does not tolerate this and will report any suspected instances of child pornography, including reporting any of your User registration information, to law enforcement, including the National Center for Missing and Exploited Children.

17. You will not use the Service in any commercially unreasonable manner or in any manner that would disparage Artsonia.

18. You will not impersonate an Artsonia employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.

19. You will not facilitate or encourage any violations of this Agreement or our policies, including, without limitation, to facilitate the unlawful distribution of copyrighted content.

Any violation of the above may be grounds for termination of your right to access or use the Service. You also agree to immediately notify Artsonia the event of an actual or threatened claim that you have violated any of the covenants and agreements contained in this Agreement.

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14. Experimental Features

We may provide experimental features for you to try. These experimental features are not guaranteed to work the first time or any time. These features may abruptly and unexpectedly cease functioning, or disappear altogether. Other features of Artsonia are not regularly tested for compatibility with experimental features. Experimental features will be added and old ones removed, possibly (probably) without notice.

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15. Artsonia Custom Merchandise

Ordering

Artsonia offers Users a service to imprint their children's Artwork on **custom merchandise** such as coffee mugs, t-shirts and other items ("Custom Merchandise"). If you purchase Custom Merchandise, we may disclose your personal information to the Parent of the child whose Artwork appears in the Custom Merchandise. In such case, the disclosed personal information can include your name, shipping address city and state, and if applicable relationship to artist.

Payments

If you make a payment on Artsonia, you agree to our **Payment Terms** unless it is stated that other terms apply.

Returns

Each item ordered by a User is custom produced. If, for any reason, the User is dissatisfied with a merchandise purchase, Artsonia will replace the item(s) free of charge, subject to the following conditions and restrictions ("Return Policy"):

- If a User receives a gift item that depicts the wrong piece of Artwork, or that is broken or otherwise defective, Artsonia will replace the item free of charge if notified of the problem within 14 days after delivery of the merchandise to the User. To provide notification, the User must email Artsonia at **orders@artsonia.com** and include the following information: the User's name and mailing address, the order number, the screenname of the artist, the correct art identification number (if applicable) and the reason for the requested product replacement.

- Although Artsonia takes the utmost care to achieve the best reproduction quality on all merchandise, Artwork submitted to Artsonia by the School or Parent of an artist may be of poor image quality (i.e., low resolution or poor lighting) and may not reproduce well on merchandise. Therefore, before making an order, the User must check the Artwork on the Service to ensure adequate image quality. Artsonia will not accept the return of any merchandise that is a faithful reproduction of the Artwork image in our archive and displayed on the Service. However, if the reproduction quality is poorer than the image on the Service, the User can return the item(s) to the address below, and Artsonia will replace the item within four weeks after the date that Artsonia receives the returned merchandise.

  Artsonia LLC
  Attn: Returns
  1350 Tri-State Parkway, Ste 106
  Gurnee, IL 60031

- The User is responsible for ensuring that the Artwork that they have ordered to be reproduced on the merchandise was created by the intended artist. Artsonia will not accept returns of merchandise if a User orders merchandise depicting Artwork from the wrong artist.

- The User must ensure that they have ordered the correct size t-shirt or other apparel prior to finalizing the merchandise order. Artsonia will not accept returns of t-shirts or other apparel due to incorrect sizing.

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16. WARRANTY DISCLAIMER

We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

YOUR USE OF THE SERVICE AND ANY PRODUCTS OR SERVICE OFFERED THROUGH THE SERVICE AND ANY USER CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS OR THIRD-PARTY CONTENT, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE SERVICE (AND ANY ASSOCIATED CONTENT, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, ARTSONIA TECHNOLOGY OR USER CONTENT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ARTSONIA AND ITS SUCCESSORS, AFFILIATES, SUBSIDIARIES, CONTRACTORS, EMPLOYEES, DIRECTORS, SUPPLIERS, LICENSORS, PARTNERS AND AGENTS ("COMPANY PARTIES") EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE ARTSONIA TECHNOLOGY, SERVICES, PRODUCTS, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS AND USER CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARTSONIA AND THE COMPANY PARTIES MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE, ARTSONIA TECHNOLOGY, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, USER CONTENT OR ANY PRODUCTS PURCHASED THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, BE TO YOUR LIKING, BE ERROR FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. SOME FEATURES ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER.

ANY MATERIAL DOWNLOADED FROM THE WEBSITE OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT THE USER'S OWN DISCRETION AND RISK, AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ACCESSING OR DOWNLOADING ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM ARTSONIA SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS OF USE.

17. LIMITATION OF LIABILITY

UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL ARTSONIA OR COMPANY PARTIES, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES ~~(EVEN IF ARTSONIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES),~~ ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE SERVICES, CONTENT, CUSTOM MERCHANDISE, THIRD-PARTY CONTENT, THIRD-PARTY WEBSITES, THIRD-PARTY APPLICATIONS, OR USER CONTENT; OR (iii) ANY INTERACTION WITH ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS.

12/17/2024 MO

IN NO EVENT WILL ARTSONIA OR THE COMPANY PARTIES BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO ARTSONIA FOR USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS ($100).

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN SUCH CASES, ARTSONIA'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

18. Indemnity

You agree, to the extent permitted by your state's laws, to indemnify, hold harmless, and defend Artsonia, and our successors, subsidiaries, affiliates, licensors, partners, co-branders, contractors, and subprocessors, and each of their respective employees, officers, directors, agents, successors and assigns from and against any and all damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service; (ii) your breach or alleged breach of this Agreement, including but not limited to, any representations and warranties, covenants and promises, (iii) your violation of any applicable Laws including, but not limited to, any failure to obtain or provide, maintain, or restrict any necessary consent, including but not limited to User Content, where such obligations arise under the Laws; (iv) any infringement by you or any third party using your account of any intellectual property, privacy or other right of any person or entity, including, without limitation, in connection with your User Content; or (v) your breach or alleged breach of any interaction, agreement or policy between you and other Users.

12/17/2024 MO

Artsonia reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Artsonia. Artsonia will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

19. Copyright Protection

It is Artsonia's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA"). For more information, please go to Artsonia's **DMCA Notification Guidelines**. Artsonia may remove any allegedly infringing content without any liability to you. Artsonia will promptly terminate without notice any User's access to the Service where the User is repeatedly infringing other people's intellectual property rights, including without limitation, copyright rights. Artsonia, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

20. Integrated Services

Artsonia may permit you to register for and sign on to the Service through, or otherwise associate your Artsonia account with, certain third party social networking or integrated services, such as Facebook Connect and Google ("Integrated Service"). By registering for or signing on the Service using (or otherwise granting access to) an Integrated Service, you agree that Artsonia may access your Integrated Service's account information, and may store and use certain information already associated with the Integrated Service consistent with our Privacy Policy. Please see our **Privacy Policy** for more details.

21. Third-Party Applications and Integrations

If you use any third-party applications, including, but not limited to, third-party applications that are integrated directly with our Service through application programming interfaces ("APIs") for your convenience ("Third-Party Applications"), you are solely responsible for your interactions with such Third-Party Applications. Additionally, if you elect to use any Third-Party Applications, you are solely responsible for the selection of and any transfer or downloading of any User Content, or any other data or content stored on the Service, to such Third-Party Applications, including through any Artsonia API's. Artsonia shall not be responsible for any disclosure, modification or deletion of your data, or the use of your data by such Third-Party Applications, including, without limitation, any User Content, resulting from any such access by Third-Party Applications.

You acknowledge and agree that in connection with certain Third-Party Applications, you will be required to create accounts on other websites in your name ("User Third-Party Accounts") for such services to function. Such User Third-Party Accounts are required by the Third-Party Applications to be set up directly between you and the Third-Party Application. Use of the User Third-Party Accounts will be governed by the terms of use, agreements, policies, rules, guidelines and privacy policies of such websites ("Third-Party Application Terms"). You agree and acknowledge that you are solely responsible for compliance with such Third-Party Application Terms. If required to provide the Service, you hereby authorize and grant Artsonia a right to use any names, passwords, API keys or other keys ("Third-Party Application Account Keys") solely as necessary to provide the Service.

You represent and warrant, in connection with any use of Third-Party Applications, that you: (i) shall comply at all times with all applicable Third-Party Application Terms, including regarding the indirect or direct transfer of any User Content or other data to any third parties; (ii) shall comply with any and all process and guidelines set forth (or that may be set forth) by Artsonia regarding Third-Party Applications; and (iii) will comply with the **Content Submission Guidelines** for all content you link to or integrate with the Service through the use of any Third-Party Applications.

22. Third Party Content and Websites

Content from other Users and third parties, including, information about third-party products and services, is made available to you through the Service ("Third-Party Content"). Additionally, the Service may contain links to third-party websites that are not owned or controlled by Artsonia, and includes features that allow you to interact and communicate with third parties ("Third-Party Websites"). The inclusion of Third-Party Content and links to Third-Party Websites on the Service does not imply our affiliation or endorsement of such Third-Party Content or Third-Party Websites. Because we do not control Third-Party Content or Third-Party Websites, you agree that we are not responsible for any such Third-Party Content or Third-Party Websites, including the accuracy, integrity, quality, legality, usefulness, safety or intellectual property rights of or relating to such Third-Party Content or Third-Party Websites (including privacy policies or opinions expressed on the Third-Party Websites), it is the sole responsibility of the person from which such Third-Party Content or Third-Party Websites originated, and Artsonia has no obligation to monitor such Third-Party Content or Third-Party Websites. Notwithstanding the foregoing, Artsonia or its designees reserves the right, but shall have no obligation, to pre-screen, filter, remove, refuse to accept, post, display or transmit any Third-Party Content or links to Third-Party Websites in whole or part at any time for any reason or no reason with or without notice and with no liability of any kind. You are solely responsible (and assume all liability and risk) for determining whether or not such Third-Party Content or Third-Party Websites are appropriate or acceptable to you. Your interaction with Third-Party Content and Third-Party Websites are subject to their respective terms and conditions and privacy policies. You understand that by using the Service you may be exposed to Third-Party Content or Third-Party Websites that are offensive, indecent or objectionable, and that you use the Service at your own risk.

23. User Interactions and Releases

Disputes

Artsonia is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other Users of the Services, and any other parties with whom you interact on our Service. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.

Release

If you have a dispute with one or more Users, or third parties, you release us (and our officers, directors, agents, subsidiaries, successors, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of executing the release, which if known by them must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes of a similar effect.

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24. Feedback

We always appreciate your feedback or other suggestions about Artsonia, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them.

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25. Term and Termination

This Agreement shall remain in full force and effect while you use the Service unless your account is terminated as provided in this Agreement ("Term"). Certain Users may terminate their use of the Service or your account at any time by contacting us as described in the ***Contacting Artsonia*** section below. Please note that even if your account is deleted, Artwork uploaded by students or teachers on behalf of students may be retained at the direction of the School (e.g. for legal compliance reasons such as maintenance of "education records" under FERPA or "student records" under various state student privacy laws). Please learn more about what happens when you terminate or delete your account here.

You acknowledge that, if you knowingly, intentionally or negligently violate this Agreement, Artsonia may suspend your license to the Services, in whole or in part, until the violation has stopped or terminate your license and use of the Services. In the event that you fail to correct the violation after reasonable notice from Artsonia, Artsonia may terminate your license and use of the Services and this Agreement. You agree and if such termination or suspension occurs, Artsonia shall bear no responsibility or liability for any damages or claims resulting from or in connection with such actions, including the loss of information associated with your account.

The following does not apply in the unforeseen circumstances in which Artsonia ceases operations or files for bankruptcy at which point Artsonia may terminate or suspend all User accounts and licenses with or without notice to you, and with no liability to you. We believe that you (or your School as applicable) own your data and preserving access to such data is important. If we discontinue the Service (such as if we went out of business), where reasonably possible, we will give you advance notice and a chance to get information out of the Service. Please visit our Privacy Policy section **Transparency and Your Rights** for more information of how to take information out of Artsonia.

All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

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26. International Users

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to Users and non-Users who interact with Artsonia outside the United States:

1. You agree to comply with all applicable local Laws in force in the jurisdiction in which you are located regarding the transmission of technical data exported from the United States or the country in which the User resides.

2. You consent to the transfer of your personal information outside of your home jurisdiction, including to the United States, and to the storage or your personal information in the United States, for the purpose of hosting, using and processing the personal information in accordance with our **Privacy Policy**. You further acknowledge that these countries may not have the same data protection laws

as the country from which you provided your personal information, and that Artsonia may be compelled to disclose your personal information to U.S. authorities. You have the right to withdraw your consent at any time by contacting us as described in the ***Contacting Artsonia*** section below.

3. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Artsonia (such as purchasing custom product). You will not use Artsonia if you are prohibited from receiving products, services, or software originating from the United States. You agree to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, you agree that you shall not -- directly or indirectly -- sell, export, reexport, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such software or technology) received from Artsonia under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. You agree to indemnify, to the fullest extent permitted by law, Artsonia from and against any fines or penalties that may arise as a result of your breach of this provision. This export control clause shall survive termination or cancellation of this Agreement.

27. Dispute Resolution

1/17/2024

This Agreement is governed by and construed in accordance with the laws of the State of ~~Illinois~~ Ohio without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in ~~Cook~~ Medina County ~~Illinois~~ Ohio, and for all purposes of this Agreement, you and Artsonia consent to the exclusive jurisdiction and venue of such courts.

28. Miscellaneous

1. Unless and solely to the extent that you or your School have a separate written agreement with Artsonia that governs your use of the Service (in which case such agreement will control), this Agreement makes up the entire agreement between the parties regarding our Services, and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

2. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties.

3. If any portion of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the maximum extent necessary so that the remaining portions of the Agreement will remain in full force and effect and enforceable.

4. If we fail to enforce any of this Agreement, it will not be considered a waiver of any further rights hereunder.

5. Any amendment to or waiver of this Agreement must be made in writing and signed by us.

6. You will not transfer, sublicense or assign any of your rights or obligations under this Agreement to anyone else without our consent.

7. All of our rights and obligations under this Agreement, including the Agreement itself, are freely transferable or assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

8. Nothing in this Agreement shall prevent us from complying with the law.

9. This Statement does not confer any third-party beneficiary rights.

10. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Artsonia in any respect whatsoever.

11. We reserve all rights not expressly granted to you.

12. Artsonia shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Artsonia's reasonable control.

29. Contacting Artsonia

You may contact Artsonia in the following ways:

E-Mail:

info@artsonia.com

Phone:

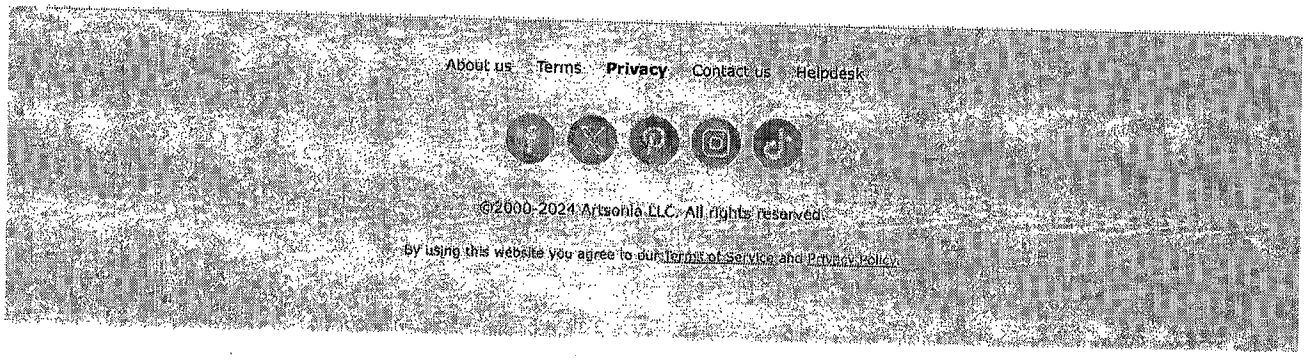
1-(800)-869-9974

Postal:

Artsonia LLC
1350 Tri-State Parkway, Ste 106
Gurnee, IL 60031

Contact Us Page:

Please visit **our contact page.**



Wadsworth City School District
Student Data Privacy Agreement for Technology Providers

As used in sections 3319.325, 3319.326, and 3319.327 of the Revised Code:

(A) "Educational records" means records, files, documents, and other materials that contain information directly related to a student and are maintained by a school district board of education or by a person acting for the school district. "Educational records" does not include any of the following:

- (1) Records of instructional, supervisory, and administrative personnel and educational personnel that are in the sole possession of the maker and are not accessible or revealed to any other person except a substitute teacher;

- (2) In the case of persons who are employed by a school district, records made and maintained in the normal course of business that relate exclusively to such person in that person's capacity as an employee and are not available for use for any other purpose;

- (3) Records on a student who is eighteen years of age or older, which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the person's professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice. Sub. S. B. No. 29 135th G.A. 22

(B) "Educational support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a school district board of education or an entity under contract with a school district designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services.

(C) "School-issued device" means hardware, software, devices, and accounts that a school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use.

(D) "Student" means an individual currently or formerly enrolled in a school district and applicants for enrollment.

(E) "Technology provider" means a person who contracts with a school district to provide a school-issued device for student use and creates, receives, or maintains educational records pursuant or incidental to its contract with the district. Sec. 3319.326.

A technology provider shall comply with Chapter 1347. of the Revised Code with regard to the collection, use, and protection of data as if it were a school district.

(A) Educational records created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a school district are solely the property of the school district.

(B) If educational records maintained by the technology provider are subject to a breach of the security of the data, as described in section 1347.12 of the Revised Code, the technology provider shall, following discovery of the breach, disclose to the school district all information necessary to fulfill the requirements of that section.

(C) Unless renewal of the contract is reasonably anticipated, within ninety days of the expiration of the contract, a technology provider shall destroy or return to the appropriate school district all educational records created, received, or maintained pursuant or incidental to the contract.

(D) A technology provider shall not sell, share, or disseminate educational records, except as provided by this section or as part of a valid delegation or assignment of its contract with a school district.

(E) A technology provider shall not use educational records for any commercial purpose, including, but not limited to, marketing or advertising to a student or parent. A commercial purpose does not include providing the specific services contracted for by a school district. Nothing in this division prohibits the technology provider from using aggregate information removed of any personally identifiable information for improving, maintaining, developing, supporting, or diagnosing the provider's site, service, or operation. Please see Exhibit A for a description of services.

(F) A contract between a technology provider and a school district shall ensure appropriate security safeguards for educational records and include both of the following:

- (1) A restriction on unauthorized access by the technology provider's employees or contractors; Sub. S. B. No. 29 135th G.A. 23

- (2) A requirement that the technology provider's employees or contractors may be authorized to access educational records only as necessary to fulfill the official duties of the employee or contractor.

For the Technology Provider:

_____ _____

Signature Date

For the Wadsworth City School District Board of Education:

_____ _____

Signature of Treasurer Date

Exhibit A
Description of Services

Artsonia is the world's largest online student art museum, offering a free, educational resource to schools, teachers and parents. Art teachers publish student artwork to an online gallery, creating a digital portfolio for each individual student that Artsonia maintains in a virtual archive. This enables teachers to explain what the student has learned and what methods were used in the creative process. Teachers also help get the parent connected to the student portfolios, which enable the parents to unlock additional features of Artsonia.

Parents may also decide to allow Artsonia to display their child's artwork in Artsonia's public online gallery for other family members, friends, and art appreciators to enjoy. Parents may also upload artwork created outside of school to the student's portfolio. Artsonia doesn't display artwork to the public unless it has parental consent and a teacher or parent has verified that the artwork does not contain personally identifiable information. Parents know and agree that their child's publicly available artwork will be associated with the student's school and a unique screenname generated by Artsonia. If the teacher or parent determines that there is personal information and does not mask or remove it, then the artwork should not be made publicly available. Instead, it should only be viewed by teachers at the student's school, the student's parents, and fan club members the parent has authorized for the student.

Parents, family members, friends, and other art appreciators may purchase keepsakes from our gift shop with a student's publicly available artwork on the item. Parents and parent-authorized fan club members are able to purchase keepsakes with their child's private artwork as well. Twenty percent (20%) of all purchases are donated back to the school's art program. Parents and students also have the opportunity to participate in additional activities, including special exhibits, art contests and other art-related events.
Artsonia notifies the parents, family members and friends of the student-artists when new artwork is available and invites them to browse the school gallery. We also let our users know about other aspects of our service, such as our gift shop, sales, products, shipping information, website features, events, updates, contests, exhibits, and general information about Artsonia.

On Artsonia, participating art teachers also have the opportunity to share project ideas, post and view lesson plans, participate in art contests and events, and make other community-based connections with fellow art teachers.

Refinitiv Master Terms

REFINITIV™

Master Terms version: 3.0	**Master Terms unique number:** [redacted]
Client number: [redacted]	**Effective Date:** the later signature date by either party below
Client entity: Wadsworth City Board of Education	**Refinitiv entity:** Refinitiv US LLC
Address: 524 Broad Street Wadsworth, Ohio 44281-2306 United States	**Address:** 28 Liberty Street, 58th Floor, New York, NY 10005
Signature:	**Signature:** [redacted]
Name and title:	**Name and title:** Digitally signed by Ramiro Bruno, Director, Finance, SAM Americas
Date of signature:	**Date of signature:** Date: 2025.01.13 17:05:26 +05'30'

The entities signing above ("**parties**") are bound by these Master Terms. Capitalized terms used but not otherwise defined are set forth in Clause 19 (Definitions and Interpretation).

1. GENERAL

1.1. Parties. Each party and their Affiliates may enter into Order Forms which are governed by the Master Terms. Where an Order Form is entered into by an Affiliate, references in the Agreement to "Refinitiv" refer to Refinitiv's Affiliate, and references to "Client" refer to Client's Affiliate and "parties" or "party" shall be construed accordingly. All Order Form(s) executed by the same entities, together with the Master Terms, collectively comprise a single Agreement between such entities only. Accordingly, one or more separate Agreements may be created, each governed by the same Master Terms.

1.2. Precedence. If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Order Form, Annexes, Schedules, Master Terms (excluding the Annexes and Schedules). Clause 6 (Third Party Provider Restrictions) takes precedence over any conflicting term of the Agreement.

2. TERM

The Master Terms commence on the Effective Date specified above ("**Effective Date**") and will remain in force during the term of any Service. Unless otherwise stated in an Order Form, the initial term of each Service (and any permission granted) is one year from the first day of the month following the date the Service is first made available and will automatically renew for additional one year periods, unless one party gives the other at least 90 days' notice prior to the end of the then-current term.

3. CHARGES

3.1. Payment of Charges. Client will pay the Charges that are not the subject of a good faith dispute within 30 days of the date of the invoice and without set-off, counterclaim or deduction. Recurring Charges accrue from the first day of the month following the date the relevant Service is made available by Refinitiv until the end of the month in which a termination of the Service takes effect. Client agrees to notify Refinitiv of any disputes within 15 days of the date of invoice. Refinitiv may apply a service charge of 1% per month or the highest lawful interest rate (whichever is lower) to all amounts not paid to Refinitiv when due.

3.2. Payment of Taxes. The Charges are exclusive of taxes, and Client will also pay applicable taxes and duties (including withholding taxes, value added tax (VAT), or other taxes but excluding income taxes imposed on Refinitiv). Client will provide to Refinitiv written evidence of any withholding tax paid by Client or any tax exemption on which Client wishes to rely. If Client is obliged to withhold or deduct any portion of the Charges, then Refinitiv shall be entitled to receive from Client such amounts as will ensure that the net receipt, after

tax and duties, to Refinitiv in respect of the Charges is the same as it would have been were the payment not subject to the tax or duties.

3.3. Changes to Fees. During the term of a Service Refinitiv may increase or adjust the basis for calculating the Fees for each Service annually ("**Annual Adjustment**") by providing Client at least 90 days prior written notice. If solely as a result of the Annual Adjustment, Refinitiv increases the Fees by more than the greater of 5% or the change in the OECD CPI, Client may terminate the affected Service by notifying Refinitiv within 30 days of the date of Refinitiv's notice. Termination of such Service is effective on the date when the increase or adjustment takes effect.

3.4. Changes to Related Charges. Refinitiv may increase any recurring Related Charges from time to time. Related Charges for communications networks and facilities may be increased effective January 1 of each year by notifying Client on or before October 1 of the previous year. Refinitiv will endeavor to provide Client with prior notice of any increase to other Related Charges, but may not be able to do so if Refinitiv does not receive sufficient prior notice from third parties.

3.5. Excess Use. Access to the Services is limited to the scope set forth on the applicable Order Form. In the event that the Client's scope of use exceeds the limits set out in the Order Form (such as the number of Users, transactions (including returns), entities, and/or territories) Refinitiv shall be entitled to charge additional Charges for the excess use at the rates set out in the Order Form or at the then current Refinitiv pricing, whichever is greater (which additional Charges shall be a one-time adjustment for perpetual licenses and pro-rated for subscription licenses for the remainder of the initial term or renewal term, as applicable).

4. PERFORMANCE AND COMPLIANCE

4.1. Obligations of the Parties. Refinitiv will provide the Services to Client using reasonable skill and care. Refinitiv will provide, and Client will use, the Services in accordance with (a) the operating specifications to run or access the Service; and (b) applicable laws and regulations. If Client is permitted to provide an Affiliate with access to any part of the Services, Client will ensure that such Affiliate complies with all provisions of the Agreement applicable to Client as if they were its own.

4.2. Export Control and Sanctions. Client will not obtain, retain, use, or provide access to the Services to an Affiliate or any third party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Client warrants that neither it nor any Affiliate to which Client provides access to the Services is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to Refinitiv, it will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.

5. USAGE PERMISSIONS AND RESTRICTIONS

5.1. Usage. Refinitiv permits Client to use the Services within the scope of use set out in the Master Terms and the relevant Schedule and/or Order Form. Materials and communications facilities or networks in connection with the Services, may only be used to access the Services and benefit from the rights granted under the Agreement. Refinitiv may make available to Client an open API to achieve interoperability between a Service and any other software applications or technology, which Client may use where applicable, subject to Refinitiv's then current Fees (if any) for such APIs.

5.2. Usage Restrictions.

(a) Client will not: (i) copy or modify any part of the Services; (ii) use or provide the Services in a white-labelled basis, or otherwise, for the benefit of any third party (other than third parties to the extent they are expressly permitted under the Agreement to receive access to the Services); (iii) use any Materials, or communications facilities or networks provided by or on behalf of Refinitiv, other than to receive and properly use the Services; or (iv) merge, decompile, disassemble, or reverse-engineer Software (except as expressly permitted by law or regulation to achieve interoperability with other technology where such rights cannot be modified by agreement) or change the filename of Software.

(b) Any Information, Materials or other rights provided with a Service are non-transferable and non-sublicensable by Client.

5.3. Interactive Services. Some Services contain Interactive Services. Client accepts and will ensure that its Users comply with the terms at https://www.refinitiv.com/en/policies/code-of-conduct-interactive-services/ and any other similar terms applying to Interactive Services of which Refinitiv notifies Users. Refinitiv does not routinely monitor, and accepts no liability for, the material posted via Interactive Services. Interactive Services are not transaction services and any transaction conducted through an Interactive Service is at Client's own risk.

5.4. Trials and Testing. All trials or testing of Services are subject to the terms of the Agreement, unless otherwise notified by Refinitiv.

6. THIRD PARTY PROVIDER RESTRICTIONS

6.1. Third Party Provider Restrictions. Third Party Providers may impose additional restrictions on usage of their Information, Materials, or services and may change them from time to time. These restrictions may include prohibiting certain types of usage or requiring Client to report its usage to, obtain agreement from, or pay additional fees either through Refinitiv or directly to, the relevant Third Party Provider. Client can view restrictions that Third Party Providers have supplied to Refinitiv at https://www.refinitiv.com/en/policies/third-party-provider-terms ("**Third Party Terms Site**"), or alternatively, in some cases, within the relevant Service. Refinitiv will use commercially reasonable efforts to ensure that the applicable Third Party Terms Site or the Service (as relevant) is maintained with the latest policies of each relevant Third Party Provider. Refinitiv will endeavor to provide Client 30 days' notice before a change goes into effect, but may not be able to do so if Refinitiv does not receive sufficient prior notice from third parties. These restrictions are binding on Client in the same way as any other provision in this Agreement.

6.2. Third Party Provider Instructions. Third Party Providers may have the right to require that Refinitiv restrict, suspend or terminate Client's access to that Third Party Provider's Information, Materials, or services. If Refinitiv takes any such action, it will (a) use reasonable efforts to provide Client with notice; and (b) not be liable for any resulting Damages Client may suffer.

6.3. Reporting to Third Party Providers. Refinitiv may provide Third Party Providers with details of Client's usage of, and any suspected breach of this Agreement relating to, that Third Party Provider's Information or Materials or services.

7. INTELLECTUAL PROPERTY AND FEEDBACK

7.1. Services. Client acknowledges that, as between the parties, all Intellectual Property Rights in the Services (including Information Materials and RICs) are (a) owned by Refinitiv, its Affiliates or Third Party Providers; and (b) hereby reserved to Refinitiv unless specifically granted in the Agreement. Client will not remove or conceal any proprietary rights notice in the Services, and will include such notices on any copy it is permitted to make.

7.2. Client Materials and Feedback. Refinitiv acknowledges that, as between the parties, all Intellectual Property Rights in the Client Materials are owned by Client or licensors to Client. Refinitiv may collect and use information related to Client's use of the Services for customer and technical support, to monitor compliance with the terms of our Agreement, and to recommend additional products or services. Additionally, Refinitiv may use information related to Client for other purposes, such as to test, develop, improve and enhance its products and services, so long as such information is not identifiable to the Client or any individual. If Client provides Refinitiv with any feedback on Refinitiv's products and services, Client grants Refinitiv and Refinitiv's Affiliates the right to use it to develop their services and products and to create and own derivative works based on such feedback.

7.3. Use of Name. Other than as necessarily required for the provision of the Services, neither party may use the other party's name, trademarks or any derivatives of them, except for internal purposes or as required by law or regulation, without the other's prior written consent, not to be unreasonably withheld.

8. SECURITY

Where Services are provided to an individual User, concurrent usage or sharing of Services between Users is not permitted. However, Client can transfer a Service from one User to another in the same country by notifying Refinitiv. Access to the Services may be subject to using passwords, smartcards, or other security devices ("**Security Credentials**") provided by Refinitiv. Such Security Credentials must not be shared. Refinitiv may change Security Credentials with notice to Client or Client's Users for security reasons. Each party will use reasonable efforts to (a) scan the Services and its related systems for any code or device which is designed or intended to impair the operation of any computer or database or prevent or hinder access to, or the operation of, any program or data, using detection software generally accepted in the industry; (b) secure its computing environments according to generally accepted industry standards to ensure that the Services cannot be accessed by any unauthorized person or malicious software; and (c) remedy any security breach of which it becomes aware.

9. SUPPORT

9.1. Support Provided. To assist in resolving technical problems with the Services, Refinitiv may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Refinitiv may be described on https://my.refinitiv.com/content/mytr/en/policies/statement-of-service.html or as otherwise provided by Refinitiv. Client will provide Refinitiv with reasonable assistance and prompt access to Client's systems or its site. In providing support on Client's premises, Refinitiv will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to Refinitiv in advance in writing.

9.2. Remote Support. Refinitiv may seek Client's consent to install software agents on Client's systems to provide support or access to Software remotely. If Client withholds consent and Refinitiv provides alternative support or access, additional Charges may apply.

9.3. Support Exceptions. If Refinitiv elects to provide support for any of the following, then additional Charges may apply: (a) issues caused by Client or third party information or materials; (b) any Services, or any versions of Services, that Refinitiv has advised Client are unsupported; (c) issues caused by Client's failure to follow Refinitiv's instructions or specifications; (d) Services not located in or conforming to the operating environment specified in the Agreement; (e) issues caused by accidents, modifications, support, relocation or misuse of the Service not attributable to Refinitiv; or (f) Client's networking or operating environment.

10. CHANGES

10.1. Changes to Services. Refinitiv may modify a Service from time to time but will not change its fundamental nature, except as permitted in Clauses 11.1 (External Triggers) and 11.2 (Obsolescence). Refinitiv will use reasonable efforts to notify Client of significant changes to Services.

10.2. Updates and Upgrades. Client will promptly install any Update provided by Refinitiv, and any Upgrade that Refinitiv makes available to Client, at no additional charge. Refinitiv may make other Upgrades available to Client that are subject to additional Charges.

10.3. Technical Changes. If Refinitiv initiates a change in the hardware, software, data or communications requirements, formats or protocols for any Service that will affect Client's systems or Client's ability to continue receiving the Service, then Refinitiv will, to the extent practical under the circumstances, provide Client at least three months' notice of such change, and at least six months' notice where a change is required to Client's hardware. However, if a Third Party Provider initiates such a change, Refinitiv will give Client as much notice as is reasonably practicable.

11. TERMINATION AND CONSEQUENCES OF TERMINATION

11.1. External Triggers. Refinitiv may, with notice ("**Refinitiv's Notice**"), terminate a Service in whole or in part, or modify it or the terms on which it is provided, if all or part of that Service: (a) depends on an agreement between Refinitiv or a Refinitiv Affiliate and a third party, and that third party agreement or the third party's materials or other input is modified or terminated; (b) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim or potential claim that it infringes or violates the rights of any third party. Refinitiv will endeavor to provide Client with reasonable prior notice of any such termination or modification, but may not be able to do so if the triggering event is under the control of a third party. The effective date of the termination or modification as indicated on Refinitiv's Notice is the "**Change Date**". If a partial termination or modification in accordance with this Clause 11.1 (External Triggers) fundamentally and detrimentally changes the nature of or the rights granted in the Service, Client may terminate the affected Service by providing Refinitiv with notice no later than 30 days after the date of Refinitiv's Notice.

11.2. Obsolescence. Refinitiv may obsolete: (a) a prior version of a Service on at least six months' prior notice following the general availability of an Update or Upgrade (whether designated with the same Service name or not); and (b) any Service as a whole on at least six months' prior notice. Refinitiv will have no obligation to provide or support obsolete Services or versions of Services at the end of such notice periods. In the case of a version obsolescence described in (a), the term of the affected Service will continue unless, where the new version is subject to additional Charges, Client may terminate the Service by providing Refinitiv with 30 days'

notice after the date of Refinitiv's notice. In the case of Service obsolescence described in (b), the Service will terminate (except to the extent Refinitiv has granted Client a perpetual right to use the Software).

11.3. Suspension. Refinitiv may suspend, upon notice, all or part of a Service and Client's rights in relation to that Service if: (a) Refinitiv has the right to terminate the Service in accordance with Clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency); (b) Refinitiv is required to do so by a Third Party Provider affected by a breach of the Agreement; (c) Refinitiv is required to do so by law or regulation or at the request of any relevant regulatory authority; or (d) in order to protect Refinitiv's systems and security. Any such suspension may continue until Refinitiv is satisfied that the condition is remedied. Client is still required to pay the Charges during any period of suspension permitted by (a) or (b) above.

11.4. Termination for Breach. Either party may terminate the Agreement, upon notice, if the other party materially breaches the Agreement and the breach (a) remains unremedied 30 days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured. However, if the material breach relates solely to one or more Services (but not all the Services), the non-breaching party only may terminate the relevant Service(s).

11.5. Termination for Insolvency. Either party may terminate the Agreement, immediately upon notice, if: (a) the other party enters into a composition with its creditors; (b) a court order is made for the winding up of the other party; (c) an effective resolution is passed for the winding up of the other party (other than for the purposes of amalgamation or reconstruction); (d) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it; (e) the other party ceases to be able to pay its debts as they fall due; and/or (f) the other party takes or suffers any action similar to any of the above on account of debt in any jurisdiction.

11.6. Injunctive Relief. Nothing in this Agreement prevents Refinitiv or Client from seeking an immediate injunction or similar remedy from a court of competent jurisdiction to prevent or restrain breaches of the Agreement.

11.7. Refunds. Where Refinitiv terminates a Service other than under Clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency), or Client terminates a Service where the Agreement permits it to, Client will be entitled to a pro rata refund of any recurring Fees that Client has paid in advance for the terminated Service.

11.8. Delete or Return Information and Materials. Following termination, and at any time with respect to Confidential Information, (a) at Client's request and subject to the remainder of this Clause 11.8 (Delete or Return Information and Materials), Refinitiv will promptly return, delete or destroy Client Materials and Client's Confidential Information; and (b) at Refinitiv's request Client will promptly return, delete or destroy all Information, Materials, and Refinitiv's Confidential Information. However, each party may retain copies to the extent required by, and used only to (i) comply with, law or regulation; and (ii) support the enforcement or defense of a party's rights under the Agreement. This Clause 11.8 (Delete or Return Information and Materials) will not apply to the extent Refinitiv has granted Client a perpetual right to Information or Materials, unless Refinitiv is terminating that perpetual right under Clauses 11.4 (Termination for Breach) or 11.5 (Termination for Insolvency). Refinitiv will not be required to return, delete or destroy any feedback, Contributed Data or material contributed by Client's Users to any Service.

11.9. Survival of Terms. Termination of all or any part of the Agreement will not affect a party's respective accrued rights and obligations. The following will survive termination: Clauses 3.1 (Payment of Charges), 3.2 (Payment of Taxes), 11.7 (Refunds), 11.8 (Delete or Return Information and Materials), 11.9 (Survival of Terms), and 12 to 18 (Confidentiality; Data Privacy; Audit; Disclaimers; Limitation of Liability; Indemnity and Miscellaneous), along with any others that by their nature should survive.

12. CONFIDENTIALITY

12.1. Non-disclosure. The Receiving Party will hold the Disclosing Party's Confidential Information in confidence and will not disclose any part of it to any third party except to its Affiliates, consultants and third-party contractors (including financial advisors, accountants and attorneys) (collectively, "**Representatives**") who are acting on behalf of the Receiving Party and are bound by, or are otherwise protected by legal privilege or confidentiality and non-disclosure commitments substantially similar to those contained in this Agreement. If a Receiving Party is legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy; and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information will remain Confidential Information despite such disclosure.

12.2. Exceptions. These obligations of confidentiality do not apply to information which: (a) is or becomes (through no act or omission of the Receiving Party), generally available to the public; (b) becomes known to the Receiving Party or any of its Affiliates on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the Receiving Party or any of its Affiliates prior to such disclosure; (d) is independently developed by the Receiving Party or any of its Affiliates; or (e) the Disclosing Party agrees is not confidential or may be disclosed, to the extent of that consent.

13. DATA PRIVACY

13.1. Data Protection Legislation. Each party will at all times comply with Data Protection Legislation in respect of its processing of Personally Identifiable Information.

13.2. Client-Provided Data. Client confirms that any Client Personal Data has been collected and disclosed in accordance with Data Protection Legislation. When using the Services, or accessing Refinitiv's systems or any other information held by Refinitiv, Client shall not input, upload, maintain or disclose any irrelevant or unnecessary information about individuals.

13.3. Cooperation. The parties shall use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged unauthorized access, use, processing or disclosure of Personally Identifiable Information.

13.4. Protective Measures. Each party will maintain, and will require all third party data processors each such party engages to maintain, appropriate physical, technical and organizational measures to protect Personally Identifiable Information against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access.

13.5. Local Law Requirements. If in respect of its processing of Personally Identifiable Information Client or Refinitiv is required by Data Protection Legislation to include privacy terms with the other party, additional data privacy terms shall be notified to Client by Refinitiv from time to time. The parties

acknowledge and agree that these additional data privacy terms shall apply in addition to this Clause 13 (Data Privacy) and form an Annex to this Agreement and/or are set out at https://www.refinitiv.com/en/policies/privacy-information in relation to the General Data Protection Regulation (2016/679), In such circumstances, any reference to Clause 13 (Data Privacy) in this Agreement shall be construed to include such additional data privacy terms.

14. AUDIT

14.1. Audit Rights. Refinitiv has the right (by itself or through its representatives) to audit Client, on at least 10 business days' notice and during normal business hours, to verify whether Client is complying with the Agreement. Refinitiv will comply with Client's reasonable security, health and safety, and confidentiality procedures that are provided to Refinitiv in advance in writing. Refinitiv will not audit more than once in every 12 months per Client location, unless (a) Refinitiv has cause to suspect, or an audit reveals, that Client is non-compliant, or (b) where required to do so by a Third Party Provider with respect to its Information or Materials.

14.2. Charges and Costs. If the audit reveals that Client has breached the Agreement, Client will pay (a) any underpaid charges with respect to any period of non-compliance, and (b) the costs of undertaking the audit if Client has underpaid the charges by more than 5% or where such costs are imposed on Refinitiv by a Third Party Provider.

15. DISCLAIMERS

15.1. **General Disclaimer. All warranties, conditions and other terms implied by statute or common law including, without limitation, warranties or other terms as to suitability, merchantability, satisfactory quality and fitness for a particular purpose, are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, the Services are delivered "as is" without warranty of any kind. Refinitiv does not warrant or represent that the Services (or services, information or material supplied to Refinitiv on which all or part of a Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that all Faults will be corrected. Refinitiv shall not be liable for any Damages resulting from any such Faults. Client assumes sole responsibility and entire risk as to the suitability and results obtained from use of the Services, and any decisions made or actions taken based on the information contained in or generated by the Services. Client is solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Services. In no event shall Refinitiv or its third party providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.**

15.2. No Advice. Client understands that Refinitiv is an aggregator and provider of information (including opinions) for general information purposes only and does not provide financial, tax and accounting, medical, legal or other professional advice. Some Information may contain the opinions of third parties, and Refinitiv is not responsible for these opinions. Likewise, Refinitiv is not responsible for any Damages resulting from any decisions of Client, or anybody accessing the Services through Client, that are made in reliance on the Services, including decisions relating to the sale and purchase of instruments or legal, compliance and/or risk management decisions. Client agrees that it uses the Services at its own risk in these respects.

16. LIMITATION OF LIABILITY

16.1. Unlimited Liability. The limits on liability in Clause 16.2 (Liability Cap) do not apply to: (a) a party's fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates a reckless disregard for the rights of others; (b) negligence causing death or personal injury; (c) any indemnification obligations, other than to the extent described in Clause 17.2 (Third Party Limitation); (d) Refinitiv's infringement of Client's Intellectual Property Rights in the Client Materials; or (e) Client's liability to pay the Charges and any amounts Refinitiv would have charged for use of the Services beyond the usage permissions and restrictions granted under the Agreement. Nothing in this Agreement limits liability that cannot be limited under law.

16.2. Liability Cap. Each party's aggregate liability to the other in any calendar year for Damages (in contract, tort including negligence or otherwise) arising out of or in connection with the Agreement will not exceed the Fees payable by Client to Refinitiv for the applicable Service(s) which forms the basis for the claim(s) during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those Damages.

16.3. Exclusions. Neither party will be liable for any: (a) indirect, incidental, punitive, special or consequential Damages arising out of or in connection with the Agreement; (b) loss of data (except that Refinitiv shall be liable to restore data from any available back-ups); or (c) loss of profits (except with respect to the Charges); even if such Damages or losses in (a) to (c) could have been foreseen or prevented.

16.4. Force Majeure. Neither party will be liable for any Damages or failure to perform its obligations under the Agreement due to circumstances beyond its reasonable control. If such circumstances cause material deficiencies in the Services and continue for more than 30 days, either party may terminate any affected Service upon notice to the other party.

17. INDEMNITY

17.1. Refinitiv Indemnity. Refinitiv will indemnify Client against Damages Client incurs as a result of any third party claim that the Services infringe the Intellectual Property Rights of a third party in the locations where Client is permitted by Refinitiv to use the Services, except if the Damage results from: (a) the combination of all or part of the Service with other products or technology not supplied by Refinitiv; (b) modification of all or part of the Service other than by Refinitiv or its subcontractors; (c) use of a version of the Service after Refinitiv has notified Client of a requirement to use a subsequent version; or (d) Client's breach of the Agreement. This indemnity will extend to Client's Affiliates to which Client makes the Services available in accordance with the Agreement.

17.2. Third Party Limitation. Where the indemnity obligation in Clause 17.1 (Refinitiv Indemnity) arises from Information or Materials Refinitiv obtained from a Third Party Provider, Refinitiv's monetary liability to Client will be limited to the amount Refinitiv recovers from the relevant Third Party Provider, divided by the number of other actual or potential claims by Refinitiv customers (including Client) against Refinitiv arising from those Information or Materials.

17.3. Refinitiv's Remedial Options. Refinitiv may remedy any alleged or anticipated infringement of a third-party Intellectual Property Right by: (a) procuring the right for Client to continue using the Service in accordance with this Agreement; (b) replacing affected Information and/or Materials with replacement(s) that do not alter the fundamental nature of the relevant Service; or (c) taking the actions in Clause 11.1 (External Triggers).

17.4. Client Indemnity. Client will indemnify Refinitiv and its Affiliates against Damages they incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (a) an allegation that their use of Client

Materials infringes the Intellectual Property Rights of a third party; (b) Client's, its Affiliates' or their sub-contractors' use of the Services, including communications and networks, in breach of the Agreement; (c) Refinitiv's compliance with any instruction given by Client to Refinitiv in the course of the provision of Services; or (d) an assertion by any person accessing or receiving the benefit of any part of a Service through Client (except to the extent of any indemnity Refinitiv provides under Clause 17.1 (Refinitiv Indemnity)).

17.5. Conduct of Claims. The indemnification obligations in Clause 17 (Indemnity) are conditioned on the indemnified party: (a) providing the indemnifying party with prompt notice of the details of the claim and, if the indemnifying party requests it, control of the claim; (b) co-operating, at the indemnifying party's or relevant Third Party Provider's expense, in the defense or prosecution of the claim; and (c) not making any admission or taking steps to settle any claim without the indemnifying party's prior written approval. The indemnified party may participate, at its expense, in the defense of any such claims through legal counsel of its choice.

18. MISCELLANEOUS

18.1. Notices. All notices under the Agreement must be in writing and sent by email (except for notices of breach of the Agreement which may not be sent by email) or mail, courier, fax or delivered in person at the address set out on the latest Order Form between the parties (or such other more recent address notified to the other). However, Refinitiv may give technical or operational notices or notices of Third Party Provider restrictions via publication on the Customer Portal or within the Services themselves.

18.2. Choice of Law and Jurisdiction. The Agreement and any dispute or claim arising out of or in connection with the Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the State of New York's conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Each party hereby consents to the non-exclusive jurisdiction of the federal and state courts of the State of New York to settle all disputes or claims arising out of or in connection with the Agreement.

18.3. Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this Clause 18.3 (Assignment) shall be null and void. However, Refinitiv may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Refinitiv's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Refinitiv or any similar business transaction.

18.4. Third Party Rights. Clauses 4.1 (Obligations of the Parties), 5 (Usage Permissions and Restrictions), 6 (Third Party Provider Restrictions), 7 (Intellectual Property and Feedback), 11.8 (Delete or Return Information and Materials), 12 (Confidentiality), 14 (Audit), 15 (Disclaimers), 16 (Limitation of Liability), 17.4 (Client Indemnity), and 17.5 (Conduct of Claims) benefit Third Party Providers and Refinitiv's Affiliates to the same extent as they would benefit Refinitiv. The limitations and exclusions set out in Clause 16 (Limitation of Liability) will apply with respect to all such recipients of a claim under each Agreement so that the aggregate liability will not exceed that applying to one recipient of a claim. Third Party Providers and Refinitiv's Affiliates may exercise their rights directly or Refinitiv may exercise such rights on their behalf.

18.5. Severability. If any part of the Agreement that is not fundamental is illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the part will be deemed deleted. Any such modification or deletion will not affect the validity and enforceability of the remainder of the Agreement.

18.6. No Waiver. If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

18.7. Entire Agreement and Non Reliance. The Agreement contains the entire understanding between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representations made by the other party that are not expressed in the Agreement.

18.8. Signature and Amendment. The Agreement is binding when countersigned by Client provided that Client has not made any changes to the Agreement. The Agreement may be varied only by a written amendment signed by both parties.

19. DEFINITIONS AND INTERPRETATION

Access Declaration or **Access Statement** – any report that Refinitiv requires Client to complete and return in connection with Services where Client controls, or is required to disclose, any access to the Services.

Affiliate – in relation to a party, means any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control with that party. "**Control**" means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms "**controlling**" and "**controlled**" shall be construed accordingly.

Agreement – all Order Forms and Access Declarations governed by these Master Terms, and other schedules, exhibits or addenda referred to or incorporated in them, each between the same parties.

Charges – the Fees and any applicable Related Charges.

Client – the entity signing these Master Terms or its Affiliate referred to in Clause 1.1 (Parties) as relevant to the Agreement.

Client Materials – (a) information, software, or other materials provided to Refinitiv by or on behalf of Client, which Refinitiv is required to host, use or modify in the provision of a Service; (b) Client's Contributed Data; and (c) material Users contribute to any Interactive Service.

Client Personal Data – the Personally Identifiable Information made available or uploaded into the Services by, or on behalf of, Client and processed by Refinitiv in connection with this Agreement.

Confidential Information – information in any form, whether oral or written, of a business, financial or technical nature which the recipient reasonably should know is confidential and which is disclosed by a party in the course of the Agreement, but excluding the information listed in Clause 12.2 (Confidentiality Exceptions) and Contributed Data.

Contributed Data – information created by Refinitiv customers and provided to Refinitiv, and accepted by Refinitiv, for inclusion in any service of Refinitiv or its Affiliates for distribution to its customers.

Customer Portal – the website at https://my.refinitiv.com/ (or any replacement or alternative method created by Refinitiv and notified to Client).

Data Protection Legislation –legislation relating to an individual's right to privacy with respect to the processing of Personally Identifiable Information which is applicable to a party from time to time.

Damage(s) – any loss, damage or cost.

Derived Data – Information modified by Client (e.g. perform calculations or combining it with other data) to such a degree that it cannot be recognized as deriving from the Information, reverse engineered or otherwise traced back to the Information, without an extraordinary amount of time and effort other than by the creator. All other Information that does not satisfy these criteria constitutes "Information."

Disclosing Party – a party who discloses Confidential Information, and a party's Affiliates who disclose Confidential Information.

Fees - fees Refinitiv charges for the supply of a Service as specified or referred to in the relevant Order Form(s) or related schedules.

Information – the information (including, but not limited to, data, text, images and sound recordings) contained in the relevant Service in raw form and such information as it may be modified by Client, except to the extent that the modified information is Derived Data. RICs are distinct from, and shall not comprise, "Information".

Intellectual Property Rights – database rights, design rights, moral rights, the rights in and to patents, trademarks, service marks, trade and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature or having similar or equivalent effect which may subsist anywhere in the world now existing or hereafter arising.

Interactive Services – features that allow users to contribute content or facilitate interactivity among users (such as instant messaging, chatrooms, forums, polls or bulletin boards), other than those the parties agree in writing are private to Client.

Master Terms – this document, including its Schedules, as amended from time to time.

Materials – hardware, Software, and related documentation supplied by Refinitiv or its Affiliates.

OECD CPI – the consumer price index (all items) applicable to the jurisdiction in which Client is located, as published by the Organization for Economic Co-operation and Development (OECD), or if an Agreement is entered into with a Client outside the OECD, the local equivalent consumer price index for the country in which that Client is located. The change in the OECD CPI is calculated as the annual percentage change from the OECD CPI published on the last business day in July preceding the date the price increase takes effect.

Order Form – the Refinitiv form Refinitiv has accepted that lists or describes the services and products to be supplied to Client, including any statement of work Refinitiv has accepted that details the professional services Client orders.

Personally Identifiable Information– personal data (as such term is defined in Data Protection Legislation) processed as part of the Services or in connection with this Agreement.

Receiving Party – a party, or a party's Affiliates, who receives Confidential Information from the Disclosing Party.

Refinitiv – the Refinitiv entity signing these Master Terms or its Affiliate referred to in Clause 1.1 (Parties) as relevant to the Agreement.

Related Charges – those charges which are specified on the Order Form or related schedules as being Related Charges, or which are indicated in the Agreement as being charges additional to the Fees, which may include: (a) installation, relocation and removal charges; (b) charges for certain items of support such as those described in Clause 9.3 (Support Exceptions); (c) charges for communications networks and facilities used to deliver Services; and (d) charges for information, materials and other services provided by certain third parties (such as stock exchanges or other information providers).

RIC(s) – RIC symbols and/or Reuters Instrument Codes, the set of proprietary symbols developed and maintained by Refinitiv or its Affiliates.

Schedule(s) – schedule(s) that are attached and incorporated into this document, as required (e.g., setting out additional or specific terms and conditions relating to certain categories or types of Services).

Service(s) – any services or products Refinitiv supplies pursuant to an Order Form, which may include Information or Materials.

Software – the object code version of the software (including Updates, Upgrades and application programming interfaces (APIs)) and related documentation provided by Refinitiv or its Affiliates.

Subsidiary – an Affiliate over which a party owns directly or indirectly more than 50% of the issued share capital and over which the party exercises direct or indirect control.

Third Party Provider – a third party (other than a party and its Affiliates) whose Information, Materials or services are included or used in a Service.

Updates – any bug fixes, service packs or patches, or maintenance releases to the Services.

Upgrade – any release or version of a Service which includes new features or additional functionality.

User – (a) each individual employed by Client, or contractor acting under Client's direction in the ordinary course of Client's business, in each case authorized or allowed by Refinitiv to access the relevant Service; (b) in the context of Access Declarations where Client is expressly permitted to distribute to Subsidiaries, such employees or contractors of Client's Subsidiaries; or (c) each group of individuals specifically designated as a User on an Order Form.

Giact Services Schedule

Giact Services Schedule version: 2.0 (HNB)	**Master Terms unique number:**
Client number:	**Effective Date:** Date of last signature below
Client entity:	**Refinitiv entity:** Giact Systems, LLC
Address:	**Address:** 700 Central Expressway S., Suite 300, Allen TX 75013
Email:	**Email:**
Signature:	**Signature:**
Name and title:	**Name and title:**
Date of signature:	**Date of signature:**

The entities signing above are bound by this Giact Services Schedule (the "Schedule") to the Master Terms referenced above and applicable Giact Order Form(s).

Giact Services Schedule Terms and Conditions

Services

1.A **Services**. Subject to and in accordance with the terms of this Schedule, Giact will provide to Client the Services beginning on the date on which Client's Services are activated by Giact and Client is provided with access credentials by Giact (the "**Services Commencement Date**'). Client understands and agrees that Giact is not obligated to provide any Services to Client until Giact has notified Client that Client's account has been approved and Giact has issued access credentials to Client. The Services provided under this Schedule will be used solely by the Client to perform Transactions for its own commercial use. Client may not use the Services for the benefit of any third party. Any attempt by Client to use the Services for, or on behalf of a third party, will immediately and automatically terminate this Schedule and all Order Forms and may result in additional charges to Client. For purposes of this Schedule and all applicable Order Forms, "**Transaction(s)**" means any verification or other transaction, completed or submitted by Client to Giact pursuant to an Order Form. Giact may disclose Transactions, Data and all other information to its data providers in order to perform the Services.

1.B **License Grant**. Subject to and in accordance with the terms of this Schedule, Giact hereby grants to Client a nonexclusive, limited, royalty-free right to access and use the Services for its internal business purposes only. Client will not (and will not allow any third party to) (i) disassemble, reverse engineer, decompile or attempt to discover any source code or internal structure or underlying ideas or algorithms of the Services (except to the extent that applicable law prohibits reverse engineering restrictions) or any part thereof, (ii) modify, adapt, alter, create derivative works based upon, or translate the Services, or any part thereof, (iii) transfer, provide, rent, lease, lend, resell, distribute, sublicense, or use for timesharing or service bureau purposes or otherwise use or allow others to use the Services for the benefit of any third party, or (iv) except as expressly provided for in this Schedule or the Agreement, copy, install or use the Services on any of its computer systems, servers, or networks. All rights not expressly granted herein are reserved by Giact or its suppliers.

1.C **Services-Related Documents**. The Parties agree that Client's application and its supporting documentation which is incorporated by reference as if fully set forth herein. Client will promptly update in writing any changes to any information Client has previously supplied.

1.D **FCRA-Related Products (Applicable to gVerify, gAuthenticate).**

1.4.1 **Permissible Purpose and Use.** Client understands that if Client uses Services that are subject to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("**FCRA**") and any applicable analogous state law, as well as any applicable regulations and administrative requirements thereunder, under the FCRA, Client can obtain a consumer report only if Client has a permissible purpose to obtain and use the report. Client certifies that the consumer reports provided by Giact may be requested and used only if the Client has a legitimate business need for the information in connection with a business transaction that is initiated by the consumer, or the Client obtains the express written authorization of the consumer to obtain the consumer report. Client certifies that it will request and use the consumer reports for no other purpose.

If gVerify is a selected Service, Client agrees that it will use the gVerify consumer report solely:

- To validate the existence of an account (as defined in 12 C.F.R. § 229.2(a)) (an "Account") and all associated data in determining whether to accept or decline a check or automated clearinghouse entry (each an "Item") as payment for goods or services;
- As a factor in verifying, authorizing or guaranteeing a payment;
- To cash an Item or provide cash back from a deposit or payment;
- To decide whether to forward an Item for collection or represent it electronically; or,
- To determine whether to allow the account or application to be enrolled for use in connection with future transactions by validating that the account exists and/or is in good standing.

If gAuthenticate is a selected Service, the combined gAuthenticate and gVerify response is considered a consumer report and Client agrees that it will use the resulting consumer report solely:

- To determine whether to accept or decline an Item as payment for goods or services by validating that the consumer presenting such Item is an authorized account holder, user, or signatory of the Account on which such Item is drawn;
- To determine whether to accept or decline an Item as payment for goods or services by validating that the company name associated with such Item is the company name of the Account on which such Item is drawn;
- To determine whether to accept or decline an Item as funding for an account by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with funding;
- To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the Account used or to be used in connection with the transfer of funds; or,
- To determine whether to allow an account to be enrolled for use in connection with future transactions by validating that the consumer is an authorized accountholder, user, or signatory of the account.

Nothing in this Section 1.4.1 shall prevent Client from using the consumer report provided via gVerify independent of gAuthenticate if gAuthenticate is also a selected Service.

Client shall not refuse or decline an Item based solely on data integrity, informational or positive (pass) responses provided from gVerify or gAuthenticate as is further described in the Verification Services Back Office User Manual.

UNDER § 619 OF THE FCRA, ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN 2 YEARS, OR BOTH.

1.4.2 **Documentation of Permissible Purpose.** Client certifies that it will rely upon, and retain pursuant to Section 4.1 and 5.1, the following documentation and/or authorization from consumers as evidence of the Client's permissible purpose (Client must check all that apply):

___ Physical Check presented by Consumer
___ Electronic Signature of Consumer
___ Written Authorization from the Consumer (on Signed Application)
___ Written Authorization (by Recorded Voice Authorization)

1.4.3 **Notice of Adverse Action and Consumer Dispute Process.** Client understands and agrees that under the FCRA, as a user of the consumer report, Client must provide notice of adverse action in compliance with § 615 of FCRA when the consumer report information provided by Giact serves as the basis for the Client's declination. The notice must include contact for Giact including Giact's toll free number 1-833-802-8092.

Should a consumer contact Giact in response to a notice of adverse action, Client acknowledges and agrees that Giact may be required to provide additional information regarding Client. If required under the FCRA or requested by a consumer for any reason, Client identifies the following information below to be provided by Giact. Should Client's information below change, Client will notify Giact in writing promptly:

(Must be completed by Client)

Trade name (written in full) under which Client conducts business: _____

Address: _____

Phone: _____

1.4.4 **Notice to Users.** Client acknowledges receipt of the Notice to Users of Consumer Reports attached as Exhibit 1 to this Schedule and provided at: https://www.giact.com/wp-content/uploads/2018/04/FCRANoticeToUsers.pdf

1.E **Non-FCRA-Related Services.** Client certifies that because the information provided in the ESI, gIdentify, SecureLink, Services is not consumer report information, Client will not request or use these Services as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, employment purposes, tenant screening, or for any other purpose authorized under the FCRA or similar state or local statute, rules or regulations.

1.F **Gramm-Leach-Bliley Act ("GLBA")-Related Products (gIdentify Consumer).**

1.F.1 **Permissible Use of gIdentify Consumer.** Client certifies that it will order and use gIdentify Consumer information in connection with the following use involving the subject of the report and for no other use: To use in the ordinary course of business to verify the accuracy of information submitted by the consumer to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.

1.F.2 **Limited Access Death Master File gIdentify Indicator:**

1.6.3.1 Client certifies that access to the death indicator provided by gIdentify and derived from the Limited Access Death Master File ("LADMF") is appropriate because Client (a) has (i) a legitimate fraud prevention interest, or (ii) a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, (b) has systems facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and (c) agrees to satisfy such similar requirements.

1.6.3.2 Client further certifies that with respect to LADMF of any deceased individual at any time during the three calendar-year period beginning on the date of the individual's death, which is received by Client, Client shall not: (i) disclose any information contained on the LADMF with respect to any deceased individual to any person other than a person who meets the requirements of each of (a), (b), and (c) in Section 1.7.3.1; (ii) disclose any information contained on the LADMF with respect to any deceased individual to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose any information contained on the LADMF with respect to any deceased individual to any person who further discloses the information to any person other than a person who meets the requirements of each of (a) and (b) in Section 1.6.3.1; or (iv) use any information contained on the LADMF with respect to any deceased individual for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty.

1.6.3.3 Client agrees that it will immediately notify GIACT in writing if its status changes such that it would no longer have a permissible purpose to access LADMF and the circumstances of its change in status, and that it shall immediately cease ordering and accessing the LADMF.

1.6.3.4 Client shall not take any adverse action against any consumer without further investigation to verify the information from the LADMF.

1.6.3.5 Client shall have and maintain at all times that it is in possession of LADMF:

(i) systems, facilities, and procedures in place to safeguard LADMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and agrees to satisfy the requirements of section 6103(p)(4) as if such section applied to Client.

(ii) security provisions to protect the LADMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web.

1.6.3.6 Client understands that any successful attempt by any person to gain unauthorized access to or use of the LADMF that GIACT may immediately terminate Client's access to LADMF. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances may result in penalties as prescribed in 15 CFR § 1110.200 levied on Client and the person attempting such access. Client will take appropriate action to ensure that all persons accessing the LADMF through it are aware of their potential liability for misuse and/or penalties for attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security, and Client must immediately report the same to GIACT and the National Technical Information Service ("NTIS") at LADMFcert@ntis.gov.

1.6.3.7 Client agrees to be subject to audit by GIACT and/or NTIS to determine Client's compliance with the requirements of the Agreement and 15 CFR Part 1110. Client agrees to retain a list of all employees, contractors, and subcontractors to which it provides LADMF and to make that list available to NTIS and/or GIACT as part of any audits conducted hereunder. Client will not resell or otherwise redistribute the LADMF.

1.6.3.8 Client shall comply with the requirements of 15 CFR Part 1110, as though set forth in full herein. Client may not resell or otherwise distribute the LADMF. Client acknowledges that its access and use of LADMF is governed by federal law and venue for any claims is in the federal courts. Client failure to comply with laws related to access and use LADMF may subject Client to criminal and civil penalties.

1.6.3.9 Should Client cease to have access rights to LADMF or upon termination of the Services Agreement for any reason, Client shall destroy all LADMF and will certify to GIACT in writing that is has destroyed all such LADMF.

1.6.3.10 GIACT, and its data suppliers (including government agencies) (a) makes no warranty, express, implied or statutory, and specifically disclaims all warranties, with respect to the LADMF, including but not limited to, implied warranties of merchantability and fitness for any particular use or that use of the LADMF constitutes compliance with any law or regulation; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the LADMF, including infringement of third party intellectual property or privacy rights; and (c) assume no liability for any errors or omissions in the LADMF. The LADMF contains inaccuracies. As such, neither GIACT, NTIS, nor the Social Security Administration which provides the LADMF to NTIS, guarantees the accuracy of the LADMF. The LADFM does not contain death records for all deceased persons. Therefore, the absence of a particular person in the LADMF is not proof that the individual is alive. Further, it is possible for the records of a person who is not deceased to be included erroneously in the LADMF. Client acknowledges and agrees that the LADMF does not guarantee the identity of or

information regarding any individual and that Client has processes in place to independently verify the information provided in the LADMF.

1.6.3.11 In addition to Client's indemnification obligation stated elsewhere in the Agreement, Client shall indemnify and hold harmless GIACT and its data suppliers (including government agencies) from all claims, liabilities, fines, assessments, demands, damages, expenses, and losses arising from or in connection with the use of the LADMF by or through Client.

1.6.3.12 Client agrees that it will provide a renewal certification no less than every three years.

1.6.3.13 The terms and condition of this Section 1.6.3 shall survive termination of the Agreement for any reason for as long as the LADMF is in Client's possession or control.

1.6.3.14 Client acknowledges that the terms of this Section 1.6.3, in the event of conflict with the terms of the Agreement, apply in addition to, and not in lieu of, such terms in the Agreement with respect to the LADMF only.

1.G **gOFAC.** gOFAC is an information service that is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, Client certifies it will not use any information provided through gOFAC as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits, or services applied for. Client acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Client further certifies that upon receipt of a gOFAC alert, it will contact the appropriate government agency for confirmation and instructions. The gOFAC alert indicator may or may not apply to the consumer whose eligibility is being considered by Client

1.H **Declination.** Giact reserves the right to decline to provide the Services or terminate the applicable Order Form in accordance with the Agreement at any time (a) in order for Giact to comply with Applicable Law and as required by judicial or other governmental demand, order, subpoena, or law enforcement request or (b) if it reasonably believes that: (x) Client is using or may use the Nonpublic Personal Information (as that term is defined in 12 C.F.R. § 1016.3(p)(1)) ("Data") or the Services for a purpose other than as permissible under the Agreement or in violation of Applicable Law, (y) Client has failed to comply with any term of the Agreement, (z) Client or User has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Services. For purposes of this Schedule, "Applicable Law(s)" means laws, policies, guidelines, regulations, ordinances, and rules applicable to a Party, this Schedule, its business or the Transactions and the orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof, including, but without limitation, the rules promulgated by industry associations, the U.S. Federal Trade Commission, the electronic communication rules of the CAN-SPAM Act, the FCRA, the GLBA, including its privacy and data security requirements and the unfair, deceptive, or abusive acts or practices requirements and regulations thereof, applicable bank secrecy and outsourcing requirements, applicable privacy and data security laws and regulations, the Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption and anti-bribery laws, the Driver's Privacy Protection Act, and the Telephone Consumer Protection Act, the Restore Online Shoppers' Confidence Act, the General Data Protection Regulation, and regulations and equivalent state laws thereof.

Security

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Access to Account; ID and Passwords

. Client will set up an account ID and password in order to obtain secured access to the Services. Client will only grant access to its account ID and password to its employees who need access in order for Client to conduct its business. Client will be solely responsible for maintaining adequate security and control of its account ID and password (or any other codes for purposes of providing Client access to the Services). Giact will be entitled to rely on information it receives from Client through the secured access and may assume that all such information was transmitted by a Client employee. Client will comply with all Giact recommendations and notices regarding the security of Client's account ID, password and Giact account(s).

Security Requirements

. Client will establish and maintain such security and privacy measures and procedures as are required by Applicable Laws and that which are reasonably practicable to provide for the safe custody, control and access of any (i) Data and (ii) Giact's Confidential Information in its possession and to prevent unauthorized access thereto or use thereof.

Data Security and Retention

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Data Security

. Each Party will be solely responsible for the security of the Data residing on its servers (or third-party servers designated by such Party). Each Party will comply with all Applicable Laws governing the security, collection, retention and use by it of financial information (including checking account numbers, and all other personally identifiable customer information). Client agrees to provide notice to its customers by all appropriate means, including but not limited to, by providing information on its web site that discloses how and why personal and financial information is collected and used, including uses governed by this Schedule. Client agrees that it is solely responsible for verifying the accuracy and completeness of all Transactions submitted to Giact associated with Client's use of the Services.

Industry Standards

. Each Party will comply with all then-current legal obligations and industry standard security measures, as applicable, including but without limitation those issued by industry associations and the Federal Trade Commission, associated with the collection, security, dissemination and destruction of Data and Transaction data Each Party warrants that it has taken precautions as are necessary to ensure that its server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that a Party's system is breached, and an unauthorized third party has access to or has accessed Data or Transaction data, the breached Party will notify the other Party promptly in writing of the breach and will, at its own expense, take all measures necessary to remediate the breach, including notifying customers (as necessary), and take precautions to prevent future systems and data breaches.

Data Retention

. Client will compile and retain permanent records of all Transactions and Data for Client's reference. Except as otherwise provided herein, at no time will Giact have an obligation to store, retain, report or otherwise provide any copies of or access to any records of Transactions or Data collected or processed by Giact.

Representations and Warranties

. Giact and Client represent and warrant, as applicable, as follows:

Authorized Use of Data

. Client (including its employees or agents) (i) has obtained all required approvals from its customers relating to the Services, and (ii) will maintain proof of all such approvals and provide such proof to Giact at Giact's request.

Compliance with Law and Guidelines

. Each Party will comply, at its own expense, with all Applicable Laws. In addition, Client warrants and represents that it will comply with all the current policies, procedures and guidelines of Giact set forth in this Schedule, and the Permissible Purpose and use herein, as may be amended by Giact from time to time upon 30 days written notice to Client.

Accuracy of Client's Representations

. All representations and statements made, and information supplied by Client in this Schedule, or in any other document relating hereto by Client or on Client's behalf, including the Application and any supporting documentation, are true, accurate and complete in all material respects and will continue to be true, accurate and complete throughout the Term. Client hereby authorizes Giact to investigate and confirm the information submitted by Client herein and to perform periodic reviews during the Term. For this purpose, Giact may utilize consumer reporting agencies, its own agents and all other legal means.

4.D **No Marketing Use.** Client certifies that it will not use the Services for any marketing purposes, including but not limited to creating a telemarketing call list or direct mailing list.

4.E **Use of Data in U.S.** Client affirms and agrees that it will not transfer, process, store, or access any Services or other information or responses provided by Giact in connection with the Services outside of the United States without Giact's written consent. Client further affirms and agrees that it will not submit to Giact any Data regarding non-U.S. residents.

Review and Audit Rights

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Audit of Client

. During the Term and for a period of two years thereafter, Giact and/or its data provider(s) will have the right to conduct an audit of Client's use of the Services and Data during normal business hours and no more than once each calendar year upon reasonable notice to Client, and additionally if at any time Giact and/or its data provider(s) has a reasonable basis to believe that Client is not in compliance with the terms and conditions of this Schedule. Client agrees to provide all reasonable assistance with audits and comply with all reasonable requests by Giact and/or its data provider(s) in its efforts to verify Client's compliance with this Schedule. Giact will not request access to any books, records, information or processes not directly related to the Services or Data.

Non-Compliance with Audits

. If an audit reveals that Client is not in compliance with this Agreement, Schedule or Applicable Law or if compliance cannot be verified, Giact may immediately suspend Client's access to the Services and Data and the Parties will create a relevant plan to cure Client's non-compliance. Once a plan has been created and a resolution period established, Client must provide written certification to Giact and/or its data provider(s) that all conditions of the plan are complete before the expiration of the resolution period. If the plan is not completed in a timely manner, Giact may terminate this Schedule on written notice to Client. Nothing in this Section will be construed to limit any of Giact's other rights or remedies under the Agreement or this Schedule.

6. Priorities

6.A In the event of any conflict between:

6.A.1 the Order Form for Giact Services and this Schedule, the Order Form shall prevail;

6.A.2 the Master Terms and this Schedule, this Schedule shall prevail; and

6.A.3 a Schedule to the Master Terms and this Schedule, this Schedule shall prevail.

7. Disclaimers

7.A Client understands, acknowledges and agrees that except as otherwise provided herein, the Services are provided to Client "as is" and neither the Services nor any other technology, content, intellectual property, nor any other information, data, products, or services, will be available, accessible, uninterrupted, timely, secure, accurate, complete, or error-free.

7.B Client understands and agrees that it is solely responsible for any decisions it makes or actions it takes in connection with information provided by the Services.

7.C

EXHIBIT 1

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681–1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA—such as denying or canceling credit or insurance or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained from Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained from Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts Are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of the reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the

user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the address in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at http://www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes - or in connection with a credit transaction (except as provided in federal regulations) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-

year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

(1) the identity of all end-users;

(2) certifications from all users of each purpose for which reports will be used; and

(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part, and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 6l2	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681/

Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 62l	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

GIACT Systems, LLC
700 Central Expressway S., Suite 300
Allen TX 75013

ORDER FORM

This Order Form is subject to the Agreement identified below ("Agreement"), which sets forth the terms and conditions under which Giact Systems, LLC ("Giact"), an Affiliate of Refinitiv, and its Affiliates provide Client the Services described below.

Account Number	
Agreement Type	[TRMA/RMA]
Agreement Number	
Giact Schedule Applicable	Yes
Initial Term (Years)	[1-3 years]
Renewal Term(s) (Year(s))	1 Year
Termination Notification Period Before End of Initial or Renewal Term (Days)	90 Days
Order Form Effective Date	The Date of Last Signature Below

Client Contracting Entity	**Client Contact**
	Name: **Email:** **Phone:**

STANDARD TERMS AND CONDITIONS

- Notwithstanding anything to the contrary in the Agreement, any references in the Agreement to (i) **"TR Group"**, **"Thomson Reuters Group"**, **"Reuters Group"** or any other reference to **"Group"** when used in relation to Refinitiv, shall mean Refinitiv, and any entity that, from time to time, is directly or indirectly controlling, controlled by, or under common control with Refinitiv (including its successors and assigns); and (ii) **"Affiliate"** when used in relation to Refinitiv and/or Giact, shall mean Refinitiv and/or Giact and any entity that, from time to time, directly or indirectly controls, is controlled by or is under common control with Refinitiv and/or Giact (including its successors and assigns). For the purposes of these definitions, **"control"** means the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise, and the terms **"controlling"** and **"controlled"** shall be construed accordingly.
- Client confirms, by signing below, that it has the necessary authority to enter into this Order Form on the terms and conditions set forth in the Agreement.
- The Huntington National Bank ("HNB") shall obtain from Client all payments of the fees for the Services provided by Giact to Client under this Agreement and Order Form including any account activation fee and other fees, unless and until otherwise directed by Giact pursuant to the terms herein; and Client agrees that HNB shall remit to Giact such payment as appropriate pursuant to agreements between Giact and HNB.
- Should the agreements between Giact and HNB pursuant to which Giact and HNB have agreed that HNB will receive Client's payments terminate or otherwise expire, Giact may, upon notice to Client, direct Client to remit all fees for the Services directly to Giact instead of to HNB; and in such event, Client shall be responsible for paying fees for the Services hereunder to Giact pursuant to the terms of the Agreement.

Additional Terms for Risk Services

- The following additional terms and conditions ("Product Notes") apply to the Services set out on this Order Form.
- The Giact Services Schedule applies to all Services provided under this Order Form.
- In the event of conflict between these Product Notes and the Master Terms or a relevant applicable Schedule, the Product Notes shall govern, save with respect to any conflict between the Product Notes and the Giact Services Schedule, in which case the terms in the Giact Services Schedule shall govern.

Risk Services Related Variations to the Master Terms

- **Giact Hosted Services**
  Where Giact hosts Services on behalf of the Client or provides a hosted Service to Client, Giact:

  shall provide Client with the login details and make the Service available to Users over the Internet from the host site provided that Client's Users are authenticated by providing the correct login details;

  may suspend access to the Service in order to perform maintenance, network upgrades or other work related to the host site and, where reasonably practicable, may provide reasonable advance notice to Client of such suspension within the Service or otherwise in writing, including by email; and

  shall use commercially reasonable endeavors to: (i) maintain commercially reasonable server capacity and connectivity from the host site, in each case, to provide Users with reasonable access to the Service; and (ii) restore access to the Service in the event of an unscheduled interruption or suspension of service.

Risk Service Related Variations to the Master Terms

- **Usage Restrictions – No rights to create derived Data**
  Any rights to create Derived Data set out in the Master Terms shall not apply to the Services set out on this Order Form. Client shall not create Derived Data using the Information contained in any Services set out on this Order Form.

Services

Services (Mark each selected service)	**Product**
	FCRA Products:
	gVerify
	gAuthenticate
	GLBA Products:
	gIdentify Consumer Standard
	Other Products:
	gIdentify Business Standard
	gOFAC
	SecureLink
	Email and Social Intelligence (ESI)

This Order Form and the Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the State of New York's conflict of laws rules to the extent those rules would require applying another jurisdiction's laws. Each party hereby consents to the non-exclusive jurisdiction of the federal and state courts in New York County, New York to settle all disputes or claims arising out of or in connection with the Agreement.

Signed on behalf of **[CLIENT name]**		Signed on behalf of **Giact Systems, LLC**	
	Signature		Signature
	Print Name		Print Name
	Position		Position
	Date		Date

Sales and Service

CLEVELAND OH BRANCH
7585 NORTHFIELD ROAD
CLEVELAND, OH 44146
Phone: 440-439-6800

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
WADSWORTH CITY SCHOOLS	Contact:	Brett Tanner	Quote Date:	06-DEC-24
524 BROAD ST	Phone:	[redacted]	Quote Expires:	06-DEC-27
Wadsworth, OH 44281	Fax:	330 334-5242	Quote Num:	238700
	Cust Id:	[redacted]	Quoted By:	Melanie M Schutz
			Quote Term:	3 Year(s)

Site Information

1 WADSWORTH HIGH SCHOOL 625 BROAD STREET WADSWORTH OH 44281

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	HIGH SCHOOL	GENERAC	GEN SET	12870310100	GENER/2109967	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	HIGH SCHOOL	FULL SERVICE	3	657.08	1,971.24

Generator Planned Equipment Maintenance Quote

Based on previous PM schedule, services are tentatively scheduled for:
May 2025, 2026, 2027: Annual Full Service Inspection with Oil sample

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:
MELANIE SCHUTZ / MELANIE.M.SCHUTZ@CUMMINS.COM / PH: [redacted] / FAX: 651-286-2021

Payment Info (Wadsworth City Schools has a line of credit)

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

PO#_____ PO Value $_____

Purchase order must be made out to Cummins Inc. or Cummins Sales and Service

W9 available upon request.

Please note our payment remit to address is:
P.O. Box 772639
Detroit, MI 48277-2639

For any questions regarding your account or additional sales opportunities:
ANDREW STEPIC / ANDREW.C.STEPIC@CUMMINS.COM / PH: [redacted]

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization.

PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

Cummins Sales and Service

PLANNED MAINTENANCE AGREEMENT

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524 BROAD ST	Phone:	[redacted]	Quote Expires:	06-DEC-27
Wadsworth, OH 44281	Fax:	330 334-5242	Quote Num:	238700
	Cust Id:	[redacted]	Quoted By:	Melanie M Schutz
			Quote Term:	3 Year(s)

Standard Agreement Amount	**$1,971.24**
Proposal Total	**$1,971.24**

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

2/25/2025 MD

Prem terms and condition that was Board of Edu approved are agreed upon for this Agmt.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins and supersedes any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in supplemental documentation.

Cummins shall provide the Services in a safe and workmanlike manner. Cummins has licenses, permits, authorizations, or registrations necessary to perform the Services. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations.

Customer shall provide Cummins safe access to Customer's site. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located for any and all safety issues, including but not limited to injury to facility occupants, invitees, or any third party arising out of the Services.

2. PAYMENT TERMS. Payment terms are net thirty (30) days from the date of invoice unless otherwise specified in the Quote. If payment is not received when due, in addition to any rights Cummins has under the law, Cummins may charge Customer eighteen percent (18%) annually, or the maximum amount allowed by law, on late payments.

3. DELAYS. Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

4. WARRANTY. Limited warranties apply for select parts and components as defined by the respective component manufacturer's limited warranties. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins' obligation shall be limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming. Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 4 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

5. LIMITATIONS ON WARRANTIES AND REMEDIES.

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR SAVINGS, LOSS OF USE, OR DOWNTIME) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, EXCEPT THAT THE FOREGOING SHALL NOT RESTRICT A PARTY'S ABILITY TO RECOVER DIRECT DAMAGES FOR BREACH OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS' TOTAL AND CUMULATIVE LIABILITY EXCEED TWO MILLION DOLLARS ($2,000,000.00). NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR INTENTIONAL MISCONDUCT.

6. RESERVED.

7. RESERVED.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State in which services are to be rendered or performed without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State in which services are to be rendered or performed and shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

10. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

11. IP. Any intellectual property rights created by Cummins in the course of the performance of any Agreement or otherwise shall remain Cummins' property. Nothing in these conditions shall be deemed to have given either party to this Agreement a license or any other rights to use any of the intellectual property rights of the other party to this Agreement.

12. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

13. TERMINATION. Either party has the right, to terminate this Agreement within thirty (30) days prior notice, unless the work has already been performed and completed.

MB 3/05/2025

Sales and Service

CLEVELAND OH BRANCH
7585 NORTHFIELD ROAD
CLEVELAND, OH 44146
Phone: 440-439-6800

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
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524 BROAD ST	Phone:	[redacted]	Quote Expires:	19-FEB-28
Wadsworth, OH 44281	Fax:	330 334-5242	Quote Num:	243851
	Cust Id:	[redacted]	Quoted By:	Melanie M Schutz
			Quote Term:	3 Year(s)

Site Information

1 YMCA 623 SCHOOL DR WADSWORTH OH 44281

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	YMCA	GENERAC	GEN SET	12876570100	2111844	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	YMCA	FULL SERVICE	3	643.12	1,929.36

Generator Planned Equipment Maintenance Quote

Based on previous PM schedule, services are tentatively scheduled for:
May 2025, 2026, 2027: Annual Full Service Inspection with Oil sample

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:
MELANIE SCHUTZ / MELANIE.M.SCHUTZ@CUMMINS.COM / PH: [redacted] / FAX: 651-286-2021

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PO#_____ PO Value $_____

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W9 available upon request.

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3/25/2025 Pgain terms and conditions that were Board of Educ approved when signed upon & this agreement.

Customer Approval

Signature:_____

Date:_____

CUMMINS INC

Signature:_____

Date:_____

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MB 3/25/2025