



Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, UT 84121
United States

Order Form

Order: Q-462208-3

Date: 2025-07-31

Order Valid Through: 2025-06-30

Order Form for Campbell County School District

Bill to Information

Entity Name: Campbell County Department Of Finance
Address: P.O. Box 843
City: Jacksboro
State/Province: Tennessee
Zip/Postal Code: 37757
Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: Campbell County Board of Education
Address: 172 Valley St.
City: Jacksboro
State/Province: Tennessee
Zip/Postal Code: 37757
Country: United States

Shipping Contact

Name: Suzanne Crumley

Email: suzanne.crumley@ccpstn.net

Phone: +1 423 562 8377

Billing Information

Billing Frequency: Annual Upfront + Transaction

Billing Frequency Term:

Payment Terms: Net 30

Year 1 Transaction Pricing:				
Reference	Description	Start Date	End Date	Price
T2	ScribOrder Package: Starter	2025-07-01	2026-06-30	USD \$5.00

Quote Special Terms

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

Payment Terms - Renewal Order Form: In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Payment Processing Fee: Subject to limitations and prior written approval of Instructure, Customer can add a surcharge to each credential request as a method of cost recovery for some or all of Customer's fees, or an auxiliary revenue source. Due to the processing fees assessed by Instructure's credit card processing vendor, there will be a 20% processing fee on all credit card (including debit) charges in excess of the credential request fee. Instructure will remit to Customer any surcharges (less any processing fees on a monthly basis, no later than 45 days following the end of each calendar month).

Overages: The annual subscription fee is non-refundable, and any credential requests included within the subscription must be used within each annual period of the Term. If the cumulative number of credential requests during an annual period exceeds the subscription's credential request limit, Customer will be charged an overage fee for each additional credential request at the rates specified in the applicable Order Form ("Overage Fee"). Overage Fees will be invoiced by Instructure monthly in arrears for the remainder of the then-current subscription period.

Pricing: Unless otherwise expressly specified in the Order Form, after the first twelve (12) months of the Agreement, Instructure, in its sole discretion, may increase the fees payable for Services under this Agreement annually. Instructure will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/mastertermsconditions>

Conflict Clause: In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Notes:

ScribOrder is an application to manage the request, processing, payment, and secure, FERPA-Compliant E-Transcript fulfillment of student records requests for current students, former students, and corporate/3rd party Requests. ScribOrder generates revenue for the Customer.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	Please email all US state sales tax exemption certifications to ar@instructure.com

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Campbell County School District

Signature: _____

Name: Jennifer Fields

Title: Campbell County Director of
Schools

Date: _____

Instructure, Inc. (USA/CAN)

Signature: _____

Name: Dea1 CLM

Title: _____

Date: _____

Campbell County School District

Signature: _____

Name: Jeffrey Miller

Title: Campbell County Board Chairman

Date: _____

Campbell County School District

Signature: _____

Name: Jeff Marlow

Title: Campbell County Director of Finance

Date: _____

Certificate Of Completion

Envelope Id: 2A0D0B2C-9959-4422-9CD9-3CE990529DC7
Subject: Instructure - Campbell County School District Contract for Signature
Source Envelope:
Document Pages: 3 Signatures: 0
Certificate Pages: 4 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
Karam Budwal
6330 S 3000 E Ste 700
Salt Lake City, UT 84121
karam.budwal@instructure.com
IP Address: 209.112.107.133

Record Tracking

Status: Original
8/1/2025 10:18:48 AM
Holder: Karam Budwal
karam.budwal@instructure.com

Location: DocuSign

Signer Events

Suzanne Crumley
suzanne.crumley@ccpsn.net
Security Level: Email, Account Authentication
(None)

Signature

Timestamp

Sent: 8/1/2025 10:19:11 AM
Viewed: 8/1/2025 10:21:29 AM

Electronic Record and Signature Disclosure:
Accepted: 8/1/2025 10:21:29 AM
ID: 4d50589b-c95f-48bc-8b28-80c9355534ad

Deal CLM
orders@instructure.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/1/2025 10:19:11 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Instructure, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Instructure, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ashley@instructure.com

To advise Instructure, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ashley@instructure.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Instructure, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ashley@instructure.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Instructure, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ashley@instructure.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Instructure, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Instructure, Inc. during the course of my relationship with you.

MEMORANDUM OF AGREEMENT

- A. Ridgeview Behavioral Health Services and Campbell County Schools herewith agree to cooperation in the conduct of Project B.A.S.I.C. (Better Attitudes and Skills in Children) at Caryville Elementary School during the school year 2025-2026.
- B. By this agreement, both parties understand and affirm the following:
1. Project B.A.S.I.C. is a school-based mental health early intervention and prevention service program which seeks to encourage the healthy psychological and social development of elementary school-aged children through educational and individual support activities, early identification and referral of children with special needs to community service providers and school climate enhancement.
 2. Project B.A.S.I.C. is a program of Ridgeview which assumes responsibility for services and the actions of agency staff assigned to the program.
 3. Project B.A.S.I.C. shall conduct educational activities in each grade K-3 classroom which promote the development of students' positive self-image. This service will be provided by Ridgeview staff in compliance with accepted educational practice and with regard to the instructional needs of Caryville Elementary.
 4. Project B.A.S.I.C. shall provide other educational opportunities and supports to individuals and/or small groups of students in grades K-3 which increase personal skills to respond to the demands of school, home, and community life. These services shall be provided on the premises of the school.
 5. Project B.A.S.I.C. shall provide consultation to the school staff to aid their effective response to the mental health needs of students.
 6. Project B.A.S.I.C. shall provide assessment and referral services for students with special needs in regard to psychological and social development. This service shall be provided on the premises of the school.
 7. Protection of the privacy of the individual is an obligation in the conduct of Project B.A.S.I.C. Therefore, transactions between Ridgeview staff and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, or where statute requires suspension of confidence, or where precedence of law or professional ethics permit suspension of confidence.
 8. Project B.A.S.I.C. is intended to enhance the school service and will not replace existing or future guidance and counseling, special education, or student health or institutional programs.
 9. Operation of Project B.A.S.I.C. is funded by a grant with the Tennessee Department of Mental Health and Substance Abuse Services through contract with Ridgeview and is subject to the regulations of this contract and limited by the availability of the contract funds.
 10. Ridgeview will make the Child Development Specialist (CDS) available on the premises of Caryville Elementary during all school hours, except when school holidays, holidays at Ridgeview, administrative/training meetings related to Project B.A.S.I.C., or short-term illness of the CDS prohibit.

11. Ridgeview will provide adequate liability insurance coverage for the activities of the CDS.
 12. The CDS shall be responsible to the principal of Caryville Elementary for his/her conduct while on campus.
 13. The CDS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.
 14. The CDS will obtain parental permission as necessary to the delivery of services to students.
 15. Ridgeview will provide the CDS with adequate supplies for conduct of all Project B.A.S.I.C. services.
 16. There exists the possibility of confusion of Project B.A.S.I.C. services with school services because of its location on campus. Therefore, all communications by Ridgeview, the CDS, and other agency staff shall clearly represent Project B.A.S.I.C. as a Ridgeview program.
 17. All news releases about the operation of Project B.A.S.I.C. at Caryville Elementary will be submitted to the principal for review of accuracy prior to publication.
 18. The Director of Children and Youth Services at Ridgeview to coordinate operations of Project B.A.S.I.C., and the regional coordinator for Project B.A.S.I.C. programs in East Tennessee shall monitor the program to assure effective, professional operations and shall be available to Caryville Elementary to resolve any related conflicts.
 19. Ridgeview and Caryville Elementary agree as part of this partnership to not directly or indirectly solicit or entice away from the employment of the other entity (whether as employee, consultant or otherwise) any current employee who, as a result of this partnership had contact with the other entity, during the term of this partnership, without the prior written consent of the other entity.
- C. This agreement shall be in effect upon the signature of the responsible agents of Ridgeview and Caryville Elementary or until cancellation. Either party may cancel the agreement after transmission of a written declaration of intent to the other at least 30 days prior to the effective date of the cancellation.

Director of Schools

Date



Ridgeview CEO

7/7/25

Date

Principal

Date

**CONTRACTUAL AGREEMENT
BETWEEN
CAMPBELL COUNTY SCHOOL DISTRICT
AND
KLINE BEHAVIORAL HEALTH, DARA KLINE, Ph.D.**

GENERAL

The parties of this contract share a mutual concern for providing behavioral management service to children of the Campbell County School District. Furthermore, both parties stipulate and agree that the services provided to these children shall be equal to those services provided to other children in the school system.

SERVICES AND FACILITIES TO BE PROVIDED BY THE CAMPBELL COUNTY SCHOOL DISTRICT

The Campbell County School District agrees to contract with Dara Kline, Ph.D. to provide Behavioral Management Services for children referred for consultation. This contract will begin on July 1, 2025 and end June 30, 2026. The Campbell County School District agrees to reimburse Kline Behavioral Health Dara Kline at the rate of \$90.00 per hour, for a maximum of 100 hours. Total contract amount will cost \$9,000.00.

Invoices along with all documentation shall be submitted to the Campbell County School District by the 1st day of each month, with a payment due 30 days thereafter.

SERVICES TO BE PROVIDED BY DARA KLINE, PHD

Dara Kline, Ph.D., agrees to contract with the Campbell County School District to provide behavioral analysis services to the Campbell County School District. Kline Behavioral Health Dara Kline, Ph.D. agrees to furnish the necessary materials and expertise in the area of behavioral management; agrees to furnish all reports and documentation required by the Campbell County School District; and agrees to participate, as needed and available, during the IEP and/or 504 process related to Campbell County Students pending adequate notice of meetings.

Kline Behavioral Health, Dara Kline, PhD and the Campbell County School District shall at all times comply with the regulations of Title VI, Civil Rights Act of 1964, which prohibits discrimination on the basis of sex, age, color, creed, national origin or mental handicap.

This Agreement constitutes the full understanding of the parties and shall be governed by the laws of the State of Tennessee. This Grant Agreement may be amended only by written

instrument signed by authorized officers of the Campbell County School District and Kline Behavioral Health, Dara Kline, PhD.

The type and time of specific consultation and/or services shall be determined by mutual consent of the Campbell County Staff and Kline Behavioral Health, Dr. Kline. The contract may be cancelled by either party for any reason by giving a 30 days' notice pending full payment for services rendered to date.

IN WITNESS WHEREOF, the parties have their duly authorized representatives set their signatures.

Signature: _____
Director of Schools
Date: _____

Signature: _____
Director of Finance
Date: _____

Signature: _____
Attorney
Date: _____

Signature: _____
Director of Special Education
Date: _____

Signature: _____
Chariman of the Board
Date: _____

Name: DARA KLINE, Ph.D.
Address: 1633 Niggs Creek Road
Oneida, Tennessee 37841
Attention: Dara Kline

Telephone: 423-215-3044

Dara Kline

Signature: _____

Dara Kline, P.D., Provider

Date: _____

Terms of Use

Revised: April 16, 2021

1. Acceptance of Terms

Lightspeed Solutions, LLC ("Lightspeed", dba "Lightspeed Systems") enables schools and other educational bodies to make learning safe, managed and mobile through access to and use of its proprietary online platform accessible from the website and associated domains of <https://www.lightspeedsystems.com/> ("Platform") and Lightspeed's mobile applications ("Mobile Apps") and other locally-installed software ("Smart Agents") related to the Platform (the Platform together with the Smart Agents and the Mobile Apps, including Safety Check, the "Lightspeed Offering"). Any access to or use of the Lightspeed Offering is subject to the terms and conditions in this Terms of Use ("TOU"). Lightspeed may, at its discretion, update the TOU at any time without any prior notice. You can access and review the most current version of the TOU at the URL for this page or by clicking on the "Terms of Use" link within the Lightspeed Offering or as otherwise made available by Lightspeed.

PLEASE REVIEW THE TOU CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE LIGHTSPEED OFFERING (OR ALLOWING END USERS TO ACCESS OR USE THE LIGHTSPEED OFFERING), YOU AGREE TO BE BOUND BY THE TOU, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU ARE ENTERING INTO THE TOU ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THE TOU, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE TOU, YOU MAY NOT ACCESS OR USE THE LIGHTSPEED OFFERING.

You represent and warrant that you are: (i) over eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Lightspeed Offering under the laws of your country of residence or any other applicable jurisdiction.

2. Other Agreements

In addition to these TOU, your access to and use of the Lightspeed Offering is subject to the Lightspeed [Privacy Policy](#), any terms agreed to in writing by Lightspeed and you regarding the scope of access to and use of the Lightspeed Offering and/or Lightspeed's provision of support services to you, and any usage or other policies relating to the Lightspeed Offering posted or otherwise made available to you by Lightspeed (collectively, "[Additional Terms](#)"). The Additional Terms are part of the TOU and are hereby incorporated by reference and you agree to be bound by the Additional Terms.

3. Grant of Rights

- (a) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view pages within the Platform.
- (b) To the extent that the Platform provides access to any online software, applications or other similar components, Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use such components only in the form within the Platform.
- (c) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install, run and use the Mobile Apps on a mobile device that you own and control (which term shall include any device owned by you that you lend to end users), in executable, machine-readable, object code form only.
- (d) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install, run and use the Smart Agents on a device that you own and control (which term shall include any device owned by you that you lend to end users), in executable, machine-readable, object code form only.
- (e) All rights granted to you under this TOU are subject to your compliance with the TOU and all Additional Terms in all material respects and may only be exercised by you for your personal, non-commercial use or internal business purposes.

4. IOS Mobile Apps

(a) If any Mobile App is downloaded by you from the iTunes App Store (each, an “iOS Mobile App”), the license in Section 3(c) with respect to such iOS Mobile App is further subject to your compliance in all material respects with the terms and conditions of the Usage Rules set forth in the iTunes App Store Terms of Service.

(b) With respect to any iOS Mobile App, the parties acknowledge that the TOU is concluded between you and Lightspeed only, and not with Apple Inc. (“Apple”), and Apple is not responsible for iOS Mobile Apps and the contents thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to iOS Mobile Apps. Lightspeed, not Apple, is responsible for addressing any claims from you or any third party relating to iOS Mobile Apps or your possession and/or use of iOS Mobile Apps, including product liability claims, any claim that iOS Mobile Apps fail to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Apple and Apple’s subsidiaries are third-party beneficiaries of the TOU with respect to iOS Mobile Apps, and Apple shall have the right (and will be deemed to have accepted the right) to enforce the TOU against you as a third-party beneficiary hereof with respect to iOS Mobile Apps. Lightspeed, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim attributable to iOS Mobile Apps.

5. Third Party Software

Some components of the Lightspeed Offering may be provided with or have incorporated into them third-party software (“Third-Party Software”), which may include software licensed under “open source” or other licenses approved by the Open Source Initiative. All Third-Party Software are subject to their own license terms available at <https://www.lightspeed.com/ThirdPartySoftware>. If you do not agree to abide by the applicable terms for any Third-Party Software, you should not install or use the applicable components. You acknowledge and agree that: (i) Lightspeed has no proprietary interest in any Third Party Software; (ii) to the extent permitted by applicable law and notwithstanding the rest of the TOU, any Third Party Software is provided “AS IS” with all faults and neither the licensor of such Third-Party Software nor any Lightspeed Party shall be liable for any damages, claims, liabilities or expenses (whether direct, indirect, incidental, special, exemplary, punitive or consequential) related to such Third Party Software or the use thereof; and (iii) such Third-Party Software may be subject to separate license

restrictions and obligations set forth in the respective license agreements related to such software.

6. Support

Lightspeed will use commercially reasonable efforts to provide the support services agreed to by the parties pursuant to the applicable Additional Terms. Otherwise, the TOU does not entitle you to any support for the Lightspeed Offering.

7. Registration; Account

(a) Lightspeed may enable you to access and browse the Lightspeed Offering without registering, but some features may not be accessible unless you register. In registering for the Lightspeed Offering, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Lightspeed Offering's registration form (the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lightspeed reasonably suspects that you have done so, Lightspeed may suspend or terminate your account.

(b) You may not share your account or password with anyone. You are fully responsible for all activities that occur under your account, whether or not you authorized the particular use or user, and regardless of your knowledge of such use. You agree to notify Lightspeed immediately of any unauthorized use of your account or password or any other similar breach of security.

(c) If your account remains inactive for three months or longer, Lightspeed reserves the right to suspend or terminate your account, with or without notice to you, and delete Your Content (as defined in Section 8(a)), all without liability to you.

8. Responsibility for Content

(a) You acknowledge and agree that all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Lightspeed Offering, whether

publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Lightspeed, are entirely responsible for all Content that originates from or through you, or that is collected by you or on your behalf, including any Content that you or any of your users upload, post, email, transmit or otherwise make available through the Lightspeed Offering (collectively, "Your Content").

(b) You acknowledge and agree that Lightspeed has no obligation to pre-screen Your Content, although Lightspeed reserves the right in its sole discretion to pre-screen, refuse or remove any of Your Content. Without limiting the generality of the foregoing sentence, Lightspeed shall have the right to remove (without liability) any of Your Content that violates the TOU or that it deems objectionable.

(c) You represent and warrant that: (i) you have all necessary rights and authority to grant the rights set forth in the TOU with respect to Your Content; and (ii) Your Content does not violate any duty of confidentiality owed to another person, or the copyright, trademark, right of privacy, right of publicity or any other right of any other person.

(d) You shall provide data to Lightspeed in compliance with all applicable laws, including but not limited to, the Federal Educational Rights and Privacy Act ("FERPA"), Children's Online Privacy Protection Act ("COPPA") and Protection of Pupil Rights Amendment ("PPRA"). You represent, warrant, and covenant to Lightspeed, that you will: (i) comply with all applicable provisions of FERPA relating to disclosures to School Officials (as defined in 34 CFR 99.31 (B)) with a legitimate educational interest, including, without limitation, informing parents in their annual notification of FERPA rights, that you define "school official" to include service providers and define "legitimate educational interest" to include services such as the type provided by Lightspeed; and (ii) provide sufficient notice and disclosure of the terms of this TOU and the Additional Terms to, and obtain and maintain all necessary rights and consents, including consents required by applicable state and federal law, rules, and regulations, such as COPPA, from, either each user or, where necessary, each user's parent or legal guardian, to allow Lightspeed to provide and improve the Lightspeed Offering and collect and receive user data in accordance with this TOU and the Additional Terms. Lightspeed relies on consent obtained from schools, acting as an agent of the parent(s) or legal guardian(s) of its students, as permitted by COPPA, for using the Lightspeed Offering in connection with students under thirteen (13) years of age, if any. You must keep all consents on file and provide them to Lightspeed if we request them. We recommend that you provide users and their

respective parents/guardians, teacher, and other appropriate school personnel with a copy of Lightspeed's Privacy Policy and COPPA Notice, and any other parental information made available by Lightspeed.

9. Notifications and Legal Obligations

Depending on the Lightspeed Offering services you are using, the Lightspeed Offering may utilize proprietary insight and algorithms to identify warning signs of certain dangerous online behavior. In such cases, you understand that:

- (a) Lightspeed may, in its sole discretion, conduct manual review of flagged behavior for further analysis.
- (b) If Lightspeed identifies such warning signs, it may trigger an automated communication from Lightspeed to the email address designated in the Lightspeed Offering.
- (c) The Lightspeed Offering is not designed to flag all dangerous online behavior and Lightspeed cannot guarantee that the designated email address will be notified of every instance that presents a threat.
- (d) You or specific school or district personnel may have a legal obligation to notify law enforcement, first responders, state or federal reporting agencies, such as the National Center for Missing and Exploited Children, or other officials ("Government Officials"), or other individuals of the behavior flagged by the Lightspeed Offering. These obligations, like the identified threats, may be time sensitive, and you agree that the designated email address will be monitored on a regular and consistent basis.
- (e) You agree that Lightspeed's notification to the designated email address satisfies any legal obligation imposed on Lightspeed, but Lightspeed may, in its sole discretion, contact Government Officials to notify them of situations that Lightspeed becomes aware and to provide them with information regarding such situations and that such contact may result in such Government Official taking immediate action based on the provided information.
- (f) Any notification by Lightspeed to the designated email address, other school or district personnel, law enforcement, or other officials does not satisfy your or the

school or district's legal obligation to notify law enforcement or other officials of the behavior flagged by the Lightspeed Offering.

10. Rights to Content

(a) Lightspeed does not claim ownership of Your Content. However, you grant Lightspeed and its service providers a worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to provide the Lightspeed Offering to you. Additionally, you acknowledge and agree that Lightspeed may collect and use for any lawful purpose Your Content in aggregate form, without identifying individual end users or you.

(b) You acknowledge and agree that the technical processing and transmission of data associated with the Lightspeed Offering, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

(c) Except with respect to Your Content, you acknowledge and agree that, as between you and Lightspeed, Lightspeed owns all rights, title and interest (including all intellectual property rights) in the Lightspeed Offering and all Content and other materials within the Lightspeed Offering. The Lightspeed Offering is protected by U.S. and international copyright, trademark, patent and other intellectual property laws and treaties. Lightspeed reserves all rights not expressly granted to you.

(d) You acknowledge that a "Life of the Device" license is valid for a subscription period of the life of the device, up to a maximum of five years from the subscription start date. You agree to disable the Lightspeed Offering from any device that is no longer owned by you.

(e) Except with respect to Your Content, you may not: (i) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Lightspeed Offering, except as expressly permitted under the TOU; (ii) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Lightspeed Offering; (iii) frame or utilize any framing technique

to enclose any Content; (iv) access the Lightspeed Offering for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Lightspeed Offering or any products or services offered by Lightspeed; (v) rent, lease, lend, sell or sublicense the Lightspeed Offering or otherwise provide access to the Lightspeed Offering as part of a service bureau or similar fee-for-service purpose; (vi) remove or obscure any proprietary notice that appears within the Lightspeed Offering; or (vii) use the Lightspeed Offering in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

11. Export Restrictions

You acknowledge that the Lightspeed Offering is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Lightspeed Offering, including, but not limited to, the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry & Security ("BIS") and sanctions imposed by the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC"), as well as end-user, end-use and destination restrictions enforced by U.S. and foreign governments.

You represent and warrants to Lightspeed that You shall not engage in the re-export of the Lightspeed Offering contrary to U.S. and international export control and sanctions regimes. You agree that You shall immediately notify Lightspeed in the event of any suspected or actual violation of U.S. export control and sanctions laws.

You are responsible for any and all activities that occur with the usage of the Lightspeed Offering. You shall ensure that the Lightspeed Offering is not used, transferred, or otherwise exported or re-exported to Crimea, Cuba, Iran, North Korea, Syria, or any other country in which the United States and/or European Union maintains an embargo (collectively, "Embargoed Countries") or to any person or entity on OFAC's List of Specially Designated Nationals or BIS' Entity List ("Designated Person"). These lists of designated persons are subject to change without notice. By using the Lightspeed Offering, You represent and warrant that You are not located in, under the control of, or a national or resident of an Embargoed Country or Designated Person. You agree to obtain any necessary export authorizations for the re-export of the Lightspeed Offering to ensure compliance with U.S. export and sanctions laws.

12. User Conduct

In connection with your or any of your end users' access to or use of the Lightspeed Offering, you and they shall not:

- (a) upload, post, email, transmit or otherwise make available any Content that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or otherwise objectionable; (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; (v) contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate.
- (b) impersonate any person or entity, including Lightspeed personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Lightspeed Offering;
- (d) act in a manner that negatively affects the ability of other users to access or use the Lightspeed Offering;
- (e) take any action that imposes an unreasonable or disproportionately heavy load on the Lightspeed Offering or its infrastructure;
- (f) interfere with or disrupt the Lightspeed Offering or servers or networks connected to the Lightspeed Offering, or disobey any requirements, procedures, policies or regulations of networks connected to the Lightspeed Offering;
- (g) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Lightspeed Offering, or substantially download, reproduce or archive any portion of the Lightspeed Offering;

- (h) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Lightspeed Offering, including your user account and password; or
- (i) violate any applicable local, state, provincial, federal or international law or regulation.

13. Suggestions

If you elect to provide or make available to Lightspeed any suggestions, comments, ideas, improvements or other feedback relating to the Lightspeed Offering ("Suggestions"), Lightspeed shall be free, and you hereby grant Lightspeed a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license, to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit or compensation to you.

14. Dealings With Advertisers and Other Third Parties

Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on the Lightspeed Offering, including payment for and delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third party. You agree that Lightspeed shall not be liable for any damage, liability, expense or loss of any kind incurred as a result of any such dealings.

15. Links and External Materials

The Lightspeed Offering or users of the Lightspeed Offering may provide links or other connections to other websites or resources. You acknowledge and agree that Lightspeed does not endorse and is not responsible for any content, advertising,

products, services or other materials on or available through such sites or resources ("External Materials"). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies. You further acknowledge and agree that Lightspeed shall not be liable for any damage, liability, expense or loss resulting from or arising out of use of or reliance on any External Materials.

16. Modifications to the Lightspeed Offering

Subject to any Additional Terms, Lightspeed reserves the right at any time to modify the Lightspeed Offering, with or without notice, and Lightspeed shall not be liable to you or any third party for any such modification; provided, Lightspeed shall provide you reasonable prior notice if such modification will materially and adversely affect the functionality of the Lightspeed Offering and you may terminate the TOU by providing written notice to Lightspeed promptly thereafter.

17. Indemnification

You shall indemnify, defend and hold Lightspeed and its affiliates and equity holders, and each of their officers, directors, employees, agents, partners, representatives, advisors and licensors (collectively, "Lightspeed Parties") harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys' fees, resulting from or arising out of: (a) Your Content; (b) your violation, or any violation by any of your end users, of the TOU, any law or regulation, or any rights (including intellectual property rights) of another party; (c) your failure to receive any consents or provide any notices required to be received or provided under applicable law; or (d) your use or your end user's use of the Lightspeed Offering (including your failure to use certain aspects of the Lightspeed Offering; your failure to report or take action with respect to actual or potential harmful web activity or harmful actions of end users or information relating to such activity or actions; your decision to act upon information obtained from the Lightspeed Offering; or failure of the Safety Check system to provide information to you or any other person). You may not settle or compromise any indemnified claim without the prior written consent of Lightspeed.

18. Disclaimer of Warranties

(a) YOUR USE AND YOUR END USER'S USE OF THE LIGHTSPEED OFFERING IS AT SUCH PERSON'S SOLE RISK. THE LIGHTSPEED OFFERING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIGHTSPEED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) LIGHTSPEED PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE LIGHTSPEED OFFERING WILL MEET YOUR REQUIREMENTS OR THE LIGHTSPEED OFFERING WILL PROVIDE ALL DESIRABLE OR NECESSARY INFORMATION TO YOU OR YOUR END USERS; (ii) ACCESS TO THE LIGHTSPEED OFFERING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE LIGHTSPEED OFFERING (INCLUDING SAFETY CHECK) WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE; OR (IV) THE USE OF THE LIGHTSPEED OFFERING (INCLUDING SAFETY CHECK) WILL PROTECT YOU OR YOUR END USERS OR ANY OTHER PARTY FROM HARM.

(c) ALL CONTENT MADE AVAILABLE THROUGH THE LIGHTSPEED OFFERING IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION BEFORE TAKING OR OMITTING ANY ACTION OR DETERMINING WHETHER TO TAKE ANY ACTION WITH RESPECT TO ANY INFORMATION OBTAINED FROM THE LIGHTSPEED OFFERING.

19. Limitation of Liability; Release

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY: (I) LIGHTSPEED PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, BUSINESS INTERRUPTION, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF LIGHTSPEED PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE

AND (II) IN NO EVENT SHALL LIGHTSPEED PARTIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOU OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE LIGHTSPEED OFFERING EXCEED THE AMOUNT PAID BY YOU TO LIGHTSPEED FOR ACCESS TO THE LIGHTSPEED OFFERING WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. you may not bring a claim under this TOU more than 6 months after the cause of action arises.

(b) You hereby release AND DISCHARGE the lightspeed parties from all DAMAGES, claims, liabilities, and expenses in connection with: your failure to use certain aspects of the Lightspeed Offering; your failure to report or take action with respect to actual or potential harmful web activity or harmful actions of end users or information relating to such activity or actions; YOUR DECISION TO ACT UPON INFORMATION OBTAINED from THE LIGHTSPEED OFFERING; OR failure of the Safety Check system to provide information to you or any other person.

(c) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. Termination

(a) Subject to the Additional Terms, if you violate the TOU, all rights granted to you under the TOU shall terminate immediately, with or without notice to you.

(b) Upon termination of the TOU for any reason: (i) Lightspeed, in its sole discretion, may remove and discard Your Content; and (ii) any provision that, by its terms, is intended to survive the expiration or termination of this TOU shall survive such expiration or termination.

21. Governing Law

The TOU shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the TOU.

22. Forum for Disputes

The federal and state courts of Travis County, Texas shall have exclusive jurisdiction over any disputes or legal action arising out of or relating to the TOU or the Lightspeed Offering.

23. Legal Compliance

You represent and warrant that you are not: (a) located in an Embargoed Country or a country otherwise designated by the U.S. Government as a “terrorist supporting” country; or (b) a Designated Person.

Depending upon the jurisdiction in which the Lightspeed Offering is licensed or related services are used, this TOU may be subject to certain government export and other restrictions, and You shall comply with all applicable laws in connection therewith. You agree that You will not export or re-export the Lightspeed Offering, reference images or accompanying documentation or use the Lightspeed Offering or related services in any form without the appropriate authorization. Failure to comply with this provision is a material breach of this TOU and shall result in the automatic termination of this TOU, whether or not Lightspeed is aware of the same at the time. The Lightspeed Offering or any software associated with the Lightspeed Offering may not be exported or re-exported a) into any U.S. embargoed countries or b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity list. By using the Lightspeed Offering, You represent that You are not located in such a restricted country or on any such list.

24. S. Government Entities

This section applies to access to or use of the Lightspeed Offering by a branch or agency of the United States Government. The Lightspeed Offering includes “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and qualifies as “commercial items” as defined in 48 C.F.R. 2.101. Such items are provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies,

consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in the TOU with respect to the such items, and any access to or use of the Lightspeed Offering by the United States Government constitutes: (a) agreement by the United States Government that that such items are “commercial computer software” and “commercial computer software documentation” as defined in this section; and (b) acceptance of the rights and obligations herein.

25. No Third-Party Beneficiaries

You agree that, except for Lightspeed Parties and as otherwise expressly provided in the TOU, there shall be no third-party beneficiaries to the TOU.

26. Procedure for Making Claims of Copyright Infringement

If you believe that your work has been made available through the Lightspeed Offering in a way that constitutes copyright infringement, please provide Lightspeed’s Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Lightspeed Offering; (d) your address, telephone number and email address; (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Lightspeed’s Agent for Notice of Copyright Claims can be reached as follows:

Agent for Notice of Copyright Claims
General Counsel
12013 Fitzhugh Rd. Austin, TX 78736

Phone: 737.205.2500

Email: copyright@lightspeedsystems.com

27. California Users & Residents

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

28. General Provisions

The TOU (together with the Additional Terms) constitutes the entire agreement between you and Lightspeed concerning your access to and use of the Lightspeed Offering. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Lightspeed with respect to such subject matter. In the event of any conflict between or among the TOU and any Additional Terms to which the TOU refers, the terms and conditions of the TOU shall take precedence and govern. The TOU may not be amended by you except in a writing executed by you and an authorized representative of Lightspeed. For the purposes of the TOU, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." You may not assign or delegate any right or obligation under the TOU without the prior written consent of Lightspeed. The failure of Lightspeed to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOU. Any prevention of or delay in performance by Lightspeed hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond

its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

SUPPLEMENTAL TERMS FOR LIGHTSPEED API

Lightspeed API is an application programming interface (API), an optional component of the Lightspeed Offering, **that enables electronic sharing of Your Content**. These supplemental terms (the “**Supplemental Terms**”) augment the TOU and apply to use of Lightspeed API. If these Supplemental Terms are inconsistent with any of the other terms of the TOU, then these Supplemental Terms shall control to the extent of the conflict, but only with respect to Lightspeed API.

1. Authorization and Registration

If you want to enable electronic sharing of Your Content with a third party via Lightspeed API, then (a) you must complete Lightspeed’s authorization form for the third party, and (b) the third party must register with Lightspeed and accept Lightspeed’s terms governing third-party access to and use of Lightspeed API. If the requirements described in subsections (a) and (b) are satisfied with respect to a third party, then that third party will become your “Authorized Third-Party Recipient” for purposes of these Supplemental Terms. Lightspeed will only enable electronic sharing of Your Content via Lightspeed API with a third party that is your Authorized Third-Party Recipient.

2. Fees

Information about the fees for Lightspeed API is available from Lightspeed upon request. You are fully responsible for all Lightspeed API-related fees that are incurred by you or by your Authorized Third-Party Recipients.

3. Responsibility for Authorized Third-Party Recipients and Your Content

You are solely and exclusively responsible for your Authorized Third-Party Recipients, including their acts and omissions. You are solely and exclusively responsible for Your Content and the handling of Your Content from and after the initial point of transmission from Lightspeed’s data center to your Authorized Third-Party Recipients via Lightspeed API (including, without limitation, in relation to the confidentiality, security, accuracy, and integrity of Your Content). To avoid any doubt, Section 16 (Indemnification), Section 17 (Disclaimer of Warranties), and Section 18 (Limitation of Liability; Release) of the TOU apply to Lightspeed API and these Supplemental Terms.

4. Termination for Convenience

Lightspeed may terminate access to and use of Lightspeed API by you and any one or more of your Authorized Third-Party Recipients for any reason upon fourteen (14) days' prior written notice to you. You may terminate access to and use of Lightspeed API by any one or more of your Authorized Third-Party Recipients upon fourteen (14) days' prior written notice to Lightspeed. These termination rights are in addition to all other rights of termination available under the Terms of Use. Termination shall not affect your obligation to pay any fees that are incurred before the termination becomes effective. "

AMENDMENT TO SUBSCRIBER AGREEMENT

This Amendment is entered into by and between Lightspeed Solutions, LLC d/b/a Lightspeed Systems, having its principal place of business at 12013 Fitzhugh Rd, Austin, TX 78736 ("Lightspeed Systems"), and Campbell County Board of Education, having its principal place of business at 172 Valley Street, Jacksboro, TN 37757 ("Campbell County"), hereby enter into this Amendment ("Amendment") effective July 8, 2025 and agree to amend the Order Form subject to the terms of the Subscriber Agreement between the parties dated July 13, 2023 ("Agreement") as follows:

1. **Terms.** Any capitalized terms not defined herein shall have the meaning set forth in the Agreement.
2. **Acquisition.** The parties acknowledge and agree that because INSPIRIT GROUP, LLC, has been acquired by Lightspeed Systems, that the original Company name and address provided in the Agreement is now amended to Lightspeed Solutions, LLC d/b/a Lightspeed Systems, having its principal place of business at 12013 Fitzhugh Rd, Austin, TX 78736 ("Lightspeed Systems").
3. **General Provisions.** This Agreement shall be governed by and interpreted under the laws of the State of Tennessee. Each party consents to the exclusive jurisdiction of the state and federal courts located in Campbell County, Tennessee.
4. **Terms of Use.** The parties agree to be bound by Lightspeed Systems' Terms of Use, available at www.lightspeedsystems.com/terms-of-use. The parties agree that the Forum for Disputes shall be in Campbell County, Tennessee, as provided in this Amendment.

LIGHTSPEED SYSTEMS

CAMPBELL COUNTY

Kevin Chiang
EVP Finance

Date:

Date:

Campbell County Public Schools

Signature

Jennifer Field, Director of Schools

Date

Campbell County Public Schools

Signature

Jeffery Miller, Board of Education Chairman

Date

Campbell County Finance Department

Signature

Jeff Marlow, Finance Director

Date



Customer Quote

Quote #: Q-293860

Date: 23 June 2025

Account Manager	Account Manager Email	Terms
Samantha Revels	srevels@lightspeedsystems.com	Net 30

QUOTE VALID 30 DAYS FROM QUOTE DATE

Customer	Customer Contact	Customer Email
Campbell County School District (TN)		

Billing Address	Customer Address
PO Box 445 Jacksboro, Tennessee 37757	PO Box 445 Jacksboro, Tennessee 37757

Please remit purchase orders to orders@lightspeedsystems.com

Qty	SKU	Item	Start Date	End Date	Unit Price	TOTAL
1	STOPSEL-1	Lightspeed Stopit™ SEL Content	7/1/2025	6/30/2026	USD 4,999.99	USD 4,999.99
TOTAL:						USD 4,999.99

Prices shown do not include any applicable taxes. Any such taxes are the responsibility of Customer.
This is not an invoice.

CRYSTAL CREEKMORE
112 Old Standard Hollow Road
Newcomb, TN 37819

RYNE CUMMINS
1248 Indian Mountain Road
Jellico, TN 37762

LISA FIELDS
1049 Deerfield Way
LaFollette, TN 37766

RANDY HEATHERLY
145 Dogwood Lane
Jacksboro, TN 37757

BRANDON JOHNSON
110 Knoll Drive
LaFollette, TN 37766

CAMPBELL COUNTY

Board of Education

172 Valley Street
Jacksboro, Tennessee 37757
Phone: 423-562-8377, Fax: 423-566-7562

Jennifer Fields
Director of Schools

RONNIE LASLEY
1102 Bruce Gap Road
Caryville, TN 37714

BRENT LESTER
180 South Village Lane
LaFollette, TN 37766

JEFFREY MILLER, CHAIR
209 Glade Springs Road
LaFollette, TN 37766

SHARON RIDENOUR
386 Middleboro Road
LaFollette, TN 37766

JAMIE WHEELER, VICE CHAIR
124 School Road
Jacksboro, TN 37757

BUS CONTRACT TRANSFER CHANGE FORM 2025-2026

Bus Number(s) #16 #25

Present Owners Name Tim Reese

Contract Amount (based on daily rate/number of days) #16 40,438.36 #25 4,652.90

New Owners Name Reese's Bus service

Contract Balance (based on daily rate/number of days) _____

Effective Date of Change 7-15-25

Signatures Required:

Previous Bus Owner: Tim Reese

Date 7-15-25

New Bus Owner: Reese's Bus Service

Date 7-15-25

Transportation Supervisor: Traci Chambers

Date 07-16-2025

Director of Schools: _____

Date _____

Director of Finance: _____

Date _____