



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES OF \$10,000 OR MORE

WHEREAS, **Adams 12 Five Star Schools** in the County of Adams and State of Colorado (the “**District**”) has the statutory authority to contract with persons, firms, consultants, and/or entities for the provision of services to the District; and

WHEREAS, the District has determined that a need exists to retain a Contractor to provide the service hereinafter specified; and

WHEREAS **APPTEGY, INC.**, (the “**Contractor**”) having a principal place of business at **2201 BROOKWOOD DRIVE, SUITE 115, LITTLE ROCK, ARKANSAS, 72202 USA** is qualified to provide the services required by the District.

WHEREAS, the District maintains certain confidential information including trade secrets, student records, and all other information not clearly known to the public and/or confidential pursuant to law. The District’s trade secrets and other proprietary and confidential information includes the whole or any portion or phase of any of the following: student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, other information relating to any of the District’s business bids, techniques, operations, services, contracts, forms, and all other trade secret information not clearly known to the public (“**Confidential Information**”). Due to the value of the District’s Confidential Information and the consequences if it is disclosed, taken or misused for any reason, the District seeks by this Agreement to protect the District’s Confidential Information and any other confidential information the Contractor acquires as a result of the Contractor’s provision of services to the District. The Contractor recognizes and respects the value of the District’s Confidential Information.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the following terms and conditions:

1. Scope of Services. The Contractor shall perform services as follows: **Thrillshare Rooms Publishing Platform and Alerts Text, Voice and Email, including Development, Professional Development, Support Service and Training**, to be provided in accordance with the following and attached hereto:

- a. Application of Documentation and Order of Precedence related to contract Terms and Conditions
 - i. The contract
 - ii. Debarment Certificate, herein labeled **Exhibit A**
 - iii. Adams 12 Five Start Schools Data Privacy Addendum, herein labeled **Exhibit B**
 - iv. Contractor Data Network and Systems Access Agreement, herein labeled **Exhibit C**
 - v. Apptegy, Inc. Order Form, Payment Schedule and Master Services Agreement, herein labeled **Exhibit D**

The Contractor will provide the services consistent with generally accepted industry standards for the Contractor’s customary services. On the effective date of this Agreement, and during the term of this

Agreement, the Contractor will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement.

2. Term. The provision of services under this Agreement shall commence upon full execution; and will terminate on June 30, 2026; with up to four (4) one-year renewal options. The Contractor understands and agrees that the District has no obligation to extend this Agreement's term, or contract for the provision of any future services, and makes no warranties or representations otherwise.

3. Remuneration. The Contractor's fee the District is obligated to pay for the services rendered under this Agreement is as follows: **One Hundred Forty-Four Thousand and 00/100 Dollars (\$144,000.00)** and under no circumstances whatsoever shall the fee exceed **One Hundred Forty-Four Thousand and 00/100 Dollars (\$144,000.00)**, without written consent from both Parties. Notwithstanding the foregoing, the fee will be subject to a five (5) percent increase upon renewal. The District shall process the Contractor's payment within thirty (30) days from the receipt of a valid invoice to the District's Accounts Payable office. Such invoice shall be submitted to AD12AccountsPayable@adams12.org to be forwarded to Accounts Payable with the Voucher Request, the P.E.R.A. Retiree form and the Contractor's W-9 form, if applicable.

4. Independent Contractor. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the District. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the District and the District shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The parties agree that the District will not:

- a. Require the Contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor a salary or hourly wage, but rather will pay only the compensation stated in Paragraph 4; and
- d. Terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- e. Provide more than minimal training for the Contractor; and
- f. Provide tools or benefits to the Contractor; and
- g. Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written agreement mutually acceptable to both Parties for particular work the Contractor accepts from the District; and
- h. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

7. No Agency Created. The Contractor agrees and understands that no authority exists through this Agreement permitting the Contractor to enter into any third party contract, assume any obligation, or makes any representation to third parties on behalf of, or which may bind the District.

8. Conflict of Interest. The signatories aver that to their knowledge, no employee of the District has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any

manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. No Unauthorized Use of Names. Neither party will use the other's name in any advertisement, promotion, business card, or similar circumstance, without the other party's prior written consent.

10. Assignment. Except in connection with a merger, acquisition, or sale of all or substantially of a party's assets or voting securities, neither party may assign this Agreement without the prior written consent of the other party, such approval shall not be unreasonably withheld. In the event that Contractor does pursuant to this Section 10 sell, merge, or otherwise dispose of its business to a successor during the term of this Agreement, Contractor agrees to ensure that any successor assumes the obligations of this Agreement, including without limitation those contained within the parties' "Data Privacy Addendum" and "DATA, NETWORK AND SYSTEM ACCESS AGREEMENT."

11. Compliance with Colorado Law and District Policies. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices, accessibility for individuals with disabilities (more fully described in paragraph 12.0 of this Agreement) and false claims (more fully described in paragraph 13.0 of the Agreement). Contractor shall also comply with all applicable District policies. Contractor shall complete a criminal background check on all employees who work under this Agreement and maintain records of such during the term of the Agreement. Those employees who have been convicted of, pled no contest to, or received a deferred sentence or deferred prosecution for any crime involving a child will not be allowed to work on District property, with District staff or students, or have access to District information. Contractor shall provide proof of background checks upon request by the District. Contractor will be responsible for following all federal, state, and local privacy and confidentiality requirements in performing background checks. Any written contract shall not include any of the below conditions or terms. If any of the below conditions are included in a written contract, that condition or term is considered null and void.

- a. Any requirement that the District hold harmless another person or entity;
- b. Any requirement that the District or contracting entity participate in binding arbitration or other extrajudicial process for dispute resolution;
- c. Any requirement that the District agree to limit liability of another person or entity for bodily injury, death, or tangible property damage;
- d. Any waiver, alteration, or limitation of the application of the "Student Data Transparency and Security Act" or the "Colorado Privacy Act"; and,
- e. Any conflict with Colorado law, including but not limited to C.R.S. § 22-1-135 ([terms and conditions in public school contracts](#)) or associated rules and regulations under state statute.

12. Accessibility Standards. To the extent that the following is inconsistent or conflicts with Paragraph 9 of Contractor's Master Services Agreement ("MSA"), incorporated herein via Exhibit D, the following shall govern and control:

Contractor shall comply with any legal obligations directly applicable to it under Colorado law, including but not limited to C.R.S. §§ 24-85-101 et seq., and it acknowledges that the District is required to comply with all applicable provisions of C.R.S. §§ 24-85-101 et seq. and the *Accessibility Standards for Individuals with a Disability*, as established by the Governor's Office of Information Technology ("OIT"), pursuant to C.R.S. § 2485-103(2.5), which currently sets the World Wide Web Consortium's Web Content Accessibility Guidelines ("WCAG") 2.1 as the applicable standard for technology accessibility (the "Accessibility Standards"). Contractor represents that, to the best of its knowledge, its Services are designed to facilitate accessibility and that Contractor will use commercially reasonable efforts to help ensure that the parts of the Services under Contractor's direct control align with the Accessibility Standards. In the subsequent event that the District identifies and Contractor agrees that modifications or enhancements to the parts of the Services under the

direct control of Contractor are required in order to enable District's compliance with the Accessibility Standards, Contractor will use commercially reasonable efforts to implement such changes. Any such modifications shall be prioritized and/or implemented in Contractor's sole discretion.

Notwithstanding the foregoing, the District remains responsible for ensuring accessibility compliance for the parts of the Services under its control (*e.g.*, District website content) and for implementing accessibility-related practices and policies. To the extent that a governmental authority with jurisdiction to enforce C.R.S. §§ 24-85-101 *et seq.* determines that the Services under the direct control of Contractor materially fail to comply with the Accessibility Standards, and Contractor does not remediate such failure within the time period provided under Colorado law and the applicable enforcing authority, District's exclusive remedy for such shall be the right to terminate the Agreement "for cause" as provided for in Section 15 of this Agreement and Section 4 of Contractor's MSA. In the event of termination under this Section 12, District shall not be responsible for paying any subsequent fees or penalties to Contractor. Additionally, notwithstanding any term to the contrary in this Agreement, Contractor shall upon request provide a pro-rata refund of fees paid for the Services for the remainder of the then-current term from the effective date of a termination under this Section 12. For avoidance of doubt, with the exception of the foregoing pro-rata refund provision, nothing in this Section 12 shall be construed to create liability on the part of Contractor for District's compliance obligations or to require Contractor to adopt or comply with District's unique accessibility plans, policies, or obligations.

13. Obligations under the state and federal False Claims Acts. Contractor shall strictly comply with the federal False Claims Act, 31 U.S.C. §§ 3729-3733 and 31 U.S.C. §§ 3801-3812 ("FCA") and the Colorado False Claims Act, C.R.S. §§ 24-31-1201 *et seq.* ("CFCA"), including, without limitation, the affirmative duty to return District funds that the Contractor is not entitled to and to report debarment, suspension, or other sanction for fraud or misconduct to the District. Contractor also acknowledges that both the FCA and CFCA provide for the imposition of sanctions against the Contractor for fraud or misconduct.

14. Modification/Entire Agreement/No Prior Agreement. This Agreement constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both parties. The Contractor further understands and agrees that this Agreement supersedes any prior written or verbal agreement, promise, representation, understanding, or course of conduct between the parties.

15. Termination/Revocation. Either party may revoke or otherwise terminate this Agreement with cause at any time without needing to provide notice. Notwithstanding the foregoing, all fees paid to Contractor are nonrefundable, subject only to applicable procurement, appropriations, and insolvency and/or bankruptcy law.

16. Fund Availability. Financial obligations of the District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

17. Indemnification. The Contractor agrees to indemnify, and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the District or its employees, representatives, or agents, which arises directly or indirectly from the gross negligence or intentional misconduct of the Contractor, including but not limited to that of its employees or agents. Furthermore, to the maximum extent permitted by law, the Contractor will indemnify the District against any liability for any Employee Benefits for the Contractor and/or any of its employees or agents, imposed on the District; and the Contractor will reimburse the District for any award, judgment or fine against the District based on the position the Contractor and/or any of its employees or agents, who provides any services to the District related to this Agreement was ever the District's employee, and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability.

18. Governing Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations or which purports to negate this or any other provision of this Agreement in whole or in part shall be null and void. All public school contracts are governed by Colorado law, including but not limited to C.R.S. §22-1-135.

19. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

20. Governmental Immunity. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

21. Binding Arbitration Prohibited. The District does not agree to binding arbitration by any extrajudicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

22. Insurance. The District will not include the Contractor as an insured under any policy the District has for itself, including, without limitation, any liability, life, collision, comprehensive, health, medical, workers' compensation or unemployment compensation insurance policy. The Contractor shall maintain commercially reasonable insurance coverages as appropriate and set out below as the service requires and no later than seven days after execution of this Agreement, the Contractor shall upon request provide the District with certificates of insurance evidencing each of the types and amounts specified below:

- a. Standard Workers' Compensation coverage as required by Colorado law.
- b. Commercial General Liability Insurance for operations and contractual liability, subject to customary policy terms, conditions, and exclusions, adequate to cover the liability assumed hereunder and with limits of not less than \$2,000,000 for each occurrence.
- c. Automobile Liability Insurance in those instances where the Contractor uses an automobile, regardless of ownership, for the performance of Services.

Contractor shall ensure that it maintains substantially equivalent coverages as required by this insurance section for the duration of the parties' Agreement. In the event that any policy(ies) are canceled without being replaced by equivalent coverage; are adversely amended or modified; and/or the applicable coverage amounts are reduced, Contractor will use commercially reasonable efforts to provide the District with notice of such cancellation and/or other adverse modification or reduction in coverage. Certificates of such insurance shall be provided to the District upon request. With regard to Workers' Compensation and Commercial General Liability insurance, such insurance shall (i) be primary insurance to the full limits of liability herein before stated; and (ii) should the District have other valid insurance covering the loss, the District insurance shall be excess insurance only; and (iii) with respect to Commercial General Liability coverage, Adams 12 Five Star Schools at 1500 East 128th Avenue, Thornton, CO 80241 shall be an additional insured by means of blanket additional insured clause.

23. No Waiver. No assent, expressed or implied, by the District to any breach of any obligation or covenant by the Contractor shall be construed as a waiver of any subsequent or other breach by the Contractor. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, expressed or implied, unless it is in a written document executed by the party against whom the waiver is sought to be enforced.

24. Public Contracts for Services. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with a worker without authorization who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

25. Paragraph Headings. The captions and headings set forth herein are for convenience of reference only, and shall not be construed to limit or define the terms and provisions hereof.

26. Conflict. In the event of a conflict between the terms of the Agreement and any exhibits attached to this Agreement, the terms of this Agreement shall prevail.

27. Confidential Information Belongs Solely to the District. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

- a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting and of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;
- b. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;
- c. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business in any way adverse to the District's interests;
- d. The Contractor will ensure that as part of its routine hiring and HR processes, each of its Employees who may gain access to any of the District's Confidential Information are bound by written confidentiality obligations with respect to Contractor's clients' confidential information.
- e. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information.
- f. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
- g. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.

The Parties agree this provision is intended to express the District's rights and the Contractor's duties to the District under the Colorado Uniform Trade Secrets Act, C.R.S. §§ 7-74-101, et seq., and other applicable law. Additionally, the Contractor's obligation regarding the preservation and return of the District's Confidential Information will continue indefinitely, both during and after the time during which the Contractor may provide services and products to the District. Notwithstanding the foregoing, upon termination of the Agreement and return of Confidential Information by Contractor to District, Contractor may delete District's Confidential Information from its systems upon written confirmation from District.

28. Relief the District May Seek. The Contractor further agrees that, if the Contractor violates Paragraph 27 of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to lost confidential information. Accordingly, the Contractor agrees that if the Contractor violates Paragraphs 27 of this Agreement, the District will be entitled to an Order for Injunctive relief and/or for specific performance, or their equivalent, from a court, including requirements

that the Contractor take action or refrain from action to preserve the secrecy of the District's Confidential Information and to protect the District from additional damages, and the Contractor agrees the District does not need to post a bond to obtain an injunction and waives the Contractor's right to require such a bond.

29. **Attorneys' Fees, Experts' Fees, Costs.** In any litigation of any dispute between the parties, in addition to any relief, order or award that enters, if the District is the prevailing party, it will be awarded and the Contractor shall be liable for reasonable attorneys' fees, expert witness fees and costs.

30. **Notices, Process.** Any notice this Agreement requires must be in writing and will be effective only if hand-delivered, sent by certified U.S. mail, return receipt requested, to the party entitled to receive the notice at the Contractor's address provided in this Agreement, while the District's Notice address is as follows: Adams 12 Five Star Schools, Chief Operating Officer, 1500 East 128th Avenue, Thornton, CO 80241; or at such other address that either party may provide later to the other party. In addition, a notice is effective if it is provided by an email exchange where an authorized representative of one party sends the notice and an authorized representative of the other party confirms receipt of the notice. Each party agrees to waive service of process in any action brought to enforce or to interpret this Agreement and the parties further agree that service of the complaint and any other pleading, discovery, order or document in any such action that would otherwise have to be served by personal service will be deemed served three (3) days after being sent to the other party and that party's attorney as provided above.

IN WITNESS OF THE PARTIES AGREEMENTS, the District and the Contractor have executed this Agreement on the date(s) indicated below:

APPTEGY, INC.



Signature of Contractor's Authorized Contact for Agreement

Tim Strudwick, CFO

Name and Title

billing@apptegy.com

Email Address

501-613-0370

Phone Number

2201 Brookwood Dr, STE 115

Address

Little Rock, AR 72202

City, State, Zip

82-1382684

Unique Entity ID (sam.gov) or Tax ID

4/15/2025

Date

Adams 12 Five Star Schools

RECOMMENDED BY:

Joe Ferdani

Site Administrator's Signature

Joe Ferdani, Chief Communications Officer

Name and Title

ESC - Communications Division

School or Department

4/16/2025

Date

APPROVED BY:

Brenda McGee

Authorized Designee of the Board of Education

Brenda McGee, Director of Supply Chain Management

Name and Title

04/16/25

Date

This form must be completed in full, submitted to the District's Purchasing Department, and approved and executed by the duly authorized designee of the Board of Education prior to the commencement of the Contractor's provision of services. THE DISTRICT SHALL NOT BE LIABLE FOR PAYMENT FOR ANY SERVICES PERFORMED BY THE CONTRACTOR PRIOR TO SAID APPROVAL.

Exhibit A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS*
REQUIRED FOR ALL AGREEMENTS OVER \$25,000**

*Lower Tier Covered Transactions, refers to transactions between District and vendors, as well as, any subcontractors that a vendor would enter into a contract with using these funds.

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180).

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Apptegy, Inc.

Legal Business Name

078744244

DUNS Number

Tim Strudwick

Name of Authorized Representative

CFO

Title



Original Signature of Authorized Representative

4/15/2025

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSAGovernment-Wide System for Award Management Exclusions" (SAM Exclusions) at www.sam.gov.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Exhibit B

Adams 12 Five Star Schools Data Privacy Addendum

The provisions of this Data Privacy Addendum are a part of the Independent Contractor Agreement and apply to all Contractors that will or may have access to student information.

1. Covered Data

As used in this addendum, student personally identifiable information (PII) means any and all data or information collected, maintained, generated or inferred that alone or in combination personally identifies an individual student or the student's parent or family, in accordance with C.R.S. § 22-16103(13) & 34 C.F.R. § 99.3.

2. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 ("FERPA") and the Colorado Student Data Transparency and Security Act, C.R.S. § 22-16-101, *et seq.*

3. Contractor Obligations:

- 3.1 *Uses and Disclosures as Provided in the Agreement.* Contractor may use and disclose the student PII provided by the District only for the purposes described in the Agreement and only in a manner that does not violate local or federal privacy regulations. Only the individuals or classes of individuals will have access to the data that need access to the student PII to do the work described in the Agreement. Contractor shall ensure that any subcontractors who may have access to student PII are contractually bound to follow terms regarding student PII that are substantially equivalent to the provisions of the Agreement.
- 3.2 *Nondisclosure Except as Provided in the Agreement.* Contractor shall not use or further disclose the student PII except as stated in and explicitly allowed by the Agreement and state and federal law. Contractor does not have permission to re-disclose student PII to a third party except for the purposes stated in and allowed by under the Agreement and state and federal law.
- 3.3 *Safeguards.* Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of student PII. Contractor shall ensure that student PII is secured and encrypted using commercially reasonable, industry-accepted means during use, storage and/or transmission. Where required by applicable law, Contractor agrees that student PII will be stored on equipment or systems located within the United States.
- 3.4 *Reasonable Methods.* Contractor agrees to use commercially reasonable, industry-accepted methods to ensure that Contractor and all parties accessing student PII are compliant with state and federal law. Specifically, this means that only de-identified student PII may be used for the purposes of educational research and Contractor must protect student PII from re-identification, further disclosures, or other uses, except as authorized by the District in accordance with state and federal law. Approval to use student PII for one purpose does not confer approval to use it for another. For avoidance of doubt, any prohibitions against further use of disclosure of student PII contained within this Agreement and its Exhibits shall not apply to disclosure of student PII to third parties used by Contractor, or performing on behalf of Contractor, in order to provide the services under the Agreement as permitted by Section 3.2 of this Exhibit.

- 3.5 *Data Destruction.* Student PII must be destroyed in a secure manner or returned to the District at the end of the work described in the Agreement. Contractor agrees to send a written certificate that the data was properly destroyed or returned within 90 days of the end of the work as described in the proposal. Additionally, during the term of the Agreement, Contractor shall destroy student PII upon request of the District as soon as practicable. Contractor shall destroy student PII via commercially reasonable, industry-accepted means and in such a manner that it is permanently irretrievable in the normal course of business.
- 3.6 *Authorizations.* When necessary, Contractor agrees to secure individual authorizations to maintain or use the student PII in any manner beyond the scope of the Agreement (including as permitted by this Exhibit E) or after the termination of the Agreement.
- 3.7 *Data Ownership.* The District is the data owner. Contractor does not obtain any right, title, or interest in any of the data furnished by the District.
- 3.8 *Misuse or Unauthorized Release.* Contractor shall notify the District as soon as practicable upon confirming the misuse or unauthorized release of student PII held by Contractor or one of its subcontractors that reasonably compromises the security, confidentiality or integrity of the student PII, regardless of whether such misuse or unauthorized release is the result of a material breach of the Agreement.
- 3.9 *Data Breach.* In the event of a data breach, to the extent directly required of Contractor by applicable law, Contractor will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. Contractor will promptly notify the District upon the confirmation of any data breach as provided above in Section 3.8.

4. Prohibited Uses

- 4.1 Contractor shall not sell student PII; use or share student PII for purposes of targeted advertising; or use student PII to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.
- 4.2 Notwithstanding the previous paragraph, Contractor may use student PII to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on Contractor's website, online service, or application; or investigate a matter related to public safety. Contractor shall notify the District as soon as possible of any use described in this paragraph.

5. School Service Contract Provider Additional Provisions

If Contractor is a School Service Contract Provider – defined in C.R.S. § 22-16-103 as an entity that enters into a contract with the District to provide a website, online service, or application that is designed and marketed primarily for using in a school and collects, maintains or uses student PII – the following provisions shall apply:

- 5.1 *Data Collection Transparency and Privacy Policy.* Contractor shall provide clear information that is understandable by a layperson explaining the data elements of student PII that Contractor collects, the learning purpose for which it collects the student PII, and how Contractor uses and shares the student PII. The information must include all student PII that Contractor collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. Contractor shall provide the District with a link to the information on a webpage maintained and updated by Contractor so that the District

may post the link on its website. For avoidance of doubt, Contractor's Privacy Policy can be found at the following link and is incorporated as amended: <https://www.apptegy.com/privacy-policy/>.

5.2 *Notice Before Making Changes to Privacy Policy.* Contractor shall provide notice to the District before making material changes to Contractor's privacy policy that affects student PII.

5.3 *Access to Student PII.* Upon request by the District, Contractor agrees to provide in an industry-accepted readable electronic format a copy of all student PII maintained by the Contractor for individual students.

5.4 *Correction of Inaccurate Student PII.* Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request for correction that the District receives.


5.5 *Grounds for Termination.* Contractor understands that any breach by Contractor or any subcontractor of this addendum, state or federal law regarding student PII, or the Contractor's privacy policy described above, may be grounds for termination of the Agreement in accordance with C.R.S. § 22-16-107(2)(a).

6. System and Organization Controls

6.1 During the term of the Agreement, Contractor shall maintain and implement administrative, technical, and physical safeguards that are designed to protect the security and integrity of its services consistent with the SOC 2 framework. Contractor shall, upon reasonable request and subject to an appropriate nondisclosure agreement, provide the District with a copy of its most recent SOC 2 report.

Apptegy, Inc.

Vendor Name



Signature

Tim Strudwick, CFO

Name and Title

4/15/2025

Date

**ADAMS 12 FIVE STAR SCHOOLS
IN THE CITY OF THORNTON, COUNTY OF ADAMS
STATE OF COLORADO**



Site Administrator's Signature

Brenda McGee, Director of Supply Chain Management

Name and Title

04/16/25

Date

Exhibit C



Adams 12 Five Star Schools, 1500 E. 128th Avenue, Thornton CO 80241

DATA, NETWORK AND SYSTEM ACCESS AGREEMENT

1. **Background.** The District maintains certain confidential information including trade secrets, student records, and all other information not clearly known to the public and/or confidential pursuant to law. The District's trade secrets and other proprietary and confidential information may include the whole or any portion or phase of any of the following: student records, employee records, scientific or technical information, designs, processes, procedures, improvements, confidential business or financial information, other information relating to any of the District's business bids, techniques, operations, services, contracts, forms, information regarding all aspects of district technologies including but not limited to networks, datacenters, cybersecurity, applications, data, interfaces, modifications, algorithms, systems architecture, systems maintenance, systems implementation, systems lifecycle methodologies, and technology staff roles, and all other trade secret information not clearly known to the public ("**Confidential Information**"). Due to the value of the District's Confidential Information and the consequences if it is disclosed, taken or misused for any reason by unauthorized parties, the District seeks by this Agreement to protect the District's Confidential Information and any other confidential information the Contractor acquires as a result of the Contractor's access to the District's staff, buildings, data, networks or systems.

The Contractor recognizes and respects the value of the District's Confidential Information.

2. **Compliance with Law and District Policies.** Contractor shall strictly comply with its obligations under all applicable federal and state laws, rules, and regulations in effect or hereafter established, including without limitation the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.* Contractor shall strictly comply with all applicable District Policies.

3. **Confidential Information Belongs Solely to the District.** The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:

a. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting and of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;

b. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party (except as otherwise permitted herein for the purpose of providing its services), take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;

c. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business in any way adverse to the District's interests;

- d. The Contractor will ensure that as part of its routine hiring and HR processes, each of its Employees who may gain access to any of the District's Confidential Information are bound by written confidentiality obligations with respect to Contractor's clients' confidential information.
- e. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information.
- f. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District's Confidential Information; and
- g. The Contractor will promptly advise the District upon its confirmation of any unauthorized disclosure or use of the District's Confidential Information by any person or entity that reasonably compromises the security, confidentiality, or integrity of the Confidential Information.

4. **Miscellaneous.** The Parties agree this provision is intended to express the District's rights and the Contractor's duties to the District under the Colorado Uniform Trade Secrets Act, C.R.S. 7-74-101, et seq., and other applicable law. Additionally, the Contractor's obligations under this Agreement shall continue during the time the Contractor interacts with the District in the procurement process and/or provides services and products to the District, and shall continue until such time as the District gives written permission to disclose any Confidential Information. Notwithstanding the foregoing, upon termination of the Agreement and return of Confidential Information by Contractor to District, Contractor may delete District's Confidential Information from its systems upon written confirmation from District.

5. **Remedies.** In the event of a perceived material default or material breach of this Agreement, either party may seek such relief as may be available to them at law or in equity, including, but not limited to any proceedings to: (i) obtain damages for any breach of this Agreement; (ii) order the specific performance thereof; or (iii) enjoin the breach of such provisions. Prior to filing any court proceedings, the aggrieved party must provide written notice describing the default and/or breach and allow the other party a minimum of ten (10) business days to cure.

6. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado without regard to conflict of laws principles.

Apptegy, Inc.

Contractor/Service Provider Name



Authorized Signature

4/15/2025

Date

Brenda McGee

Adams 12 Authorizing Representative

04/16/25

Date

II. Order Form

Client Name: Adams 12 Five Star Schools, CO			
Address: 1500 E 128th Avenue, Thornton		Email: vel025374@adams12.org	
CO 80241		Phone: +17209724000	
Description	Price	Qty	Subtotal
Rooms Development and Professional Development (one-time) Unlimited training and support for all teachers *Billed one-time	\$22,500	1	\$22,500
Alerts Development (one-time) One-time app development for alerts SIS sync, set up, and build *Billed one-time	\$13,000	1	\$13,000
Alerts Development Discount (one-time) Discounting alerts development for agreement	-\$13,000	1	-\$13,000
Rooms (annual) Thrillshare Rooms Publishing Platform (desktop and mobile) for ~36,000 students *Billed and payable in full annually	\$99,000	1	\$99,000
6 months prorated Alerts (January 2026 - June 2026) Unlimited text, voice, and email alerts *Subject to Carrier restrictions (see Terms for more info), including, but not limited to, character limits per SMS message [currently 320 characters per SMS message]	\$22,500	1	\$22,500
Support, service, and training Included in the annual cost for Rooms, Alerts, and Engage	\$0	1	\$0



III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$144,000.00
Billed after signature	\$22,500 (one-time development cost)
July 1, 2025 Rooms Start Date is 7/1/2025 Alerts Start Date is 1/1/2026	\$121,500 (annual Rooms + prorated Alerts)
July 1, 2026	\$144,000 *Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "Agreement") between Apptegy, Inc. ("Apptegy"), and the client listed above ("Client") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("MSA"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

This agreement is in line with TIPS contract 230105.

Client Adams 12 Five Star Schools

Apptegy, Inc.

By: *Brenda McGee*

By: *T. Strudwick*

Name: Brenda McGee

Name: Tim Strudwick

Title: Director of Supply Chain Management

Title: CFO

Date: 04/16/25



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly set out in the Client Addendum, and this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or additions to the terms and conditions of this Agreement must be set out in a separate written addendum to this Agreement confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**"). Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Apptegy will submit invoice(s) to Client for all fees due upon execution of the Agreement and/or on the Client Start Date(s) (as defined below) as set out in the Order Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to Five Percent (5%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed agreement from Client. The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

6. Carrier Restrictions. Apptegy provides unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

7. TCPA/CTIA Compliance. Client is exclusively responsible for complying with applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA;

Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

8. COPPA Notice and Compliance. Apptegy prohibits use of the Services by children under the age of thirteen (13), unless and only to the extent the child is a User invited or added to the Services by Client. When children are invited or added to the Services as Users under Client's account, Apptegy provides the Services with respect to the children solely in the educational context authorized by Client under this Agreement and solely for the benefit of Client and its Users. Client consents, as agent for and on behalf of such children (and their parents and guardians), to Apptegy's collection, use, disclosure, and storage of personal information about or from the children in accordance with this Agreement. Client acknowledges that Apptegy is relying on Client's consent in the previous sentence for the purposes of complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), and that Apptegy is authorized to presume that Client has obtained and will maintain all required parent and guardian consent for Apptegy's collection, use, disclosure, and storage of information for any children under the age of thirteen (13) that are invited or added to the Services under Client's account.

Please note that Client is responsible for complying with COPPA with respect to Users under Client's account if Client invites or adds children under the age of thirteen (13) to the Services. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, representatives, and Users who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

The Terms of Use and Privacy Policy, accessible as set out above, confirm that Apptegy may collect information about children as a necessary part of providing the Services to Client (for example, as applicable: contact information for communications sent via the Services;

posts made on messaging tools in the Services; information included in assignments and other class content submitted via the Services) and provide notice regarding Apptegy's collection, use, disclosure, and storage of personal information from children. Please note that some or all of this information may not be private as to the individual child, parent, or guardian. For example, for Users of Rooms, information shared by a User via the messaging features of Rooms will be visible to Client, as the party providing access to the Services to its Users. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, for Users of Rooms, information about a child that is posted in the group messaging tool in a Child's Room may be visible to other individual Users that are also authorized users for the same Room. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

14. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties.

Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

