



Sterling Community School

251 Sterling Road
Sterling, CT 06377

“Our mission is to foster a safe and engaging learning environment”

Telephone: (860) 564-2728
Fax: (860) 564-1989
Website: www.sterlingschool.org

Susan Rourke, Interim Superintendent
Cory Luba, IT Specialist

Via E-mail

Joe Sutton

jj.sutton85@gmail.com

Re: Freedom of Information Act Request

Mr. Sutton,

This is in response to your electronic mail (e-mail) dated August 24, 2021 under the Freedom of Information Act seeking digital copies in the form of a PDF file of several district contracts. We replied acknowledging this request on August 25, 2021 via electronic mail.

Your request seeks documents relating to:

- The district's current website and/or content management system (CMS) provider contract.
- The district's current alerts and/or emergency notification provider contract.
- The district's current mobile app provider contract.
- The district's current learning management system (LMS) provider contract.

In accordance with the Freedom of Information Act and district policies, the requested contracts have been attached following this correspondence. Please be advised that the district has no mobile app provider and has no active contracts with any learning management systems (LMS) and that those contracts will not be provided. The district utilizes Google Classroom which is part of the Google Workspace for Education suite as a learning management system, but has no formal contracts with Google Classroom.

Sincerely,

A handwritten signature in black ink that reads "Cory Luba".

Cory Luba

IT Specialist

Sterling Community School



Gold Plan Description

Your Webhosting Fees Cover:

- Hosting of your website(s) on SCHOOLinSITES robust infrastructure
- 200 GB per Site Shared Storage for Premium Applicant Created Content
- Any additional storage purchased as specified in your purchase agreement
- 325VH per Site Shared Bandwidth for access to Applicant Created Content

Your Domain Fees Cover:

- Domain name registration for the number and type of domains specified in your purchase agreement

Your Email Fees Cover:

- Access to SCHOOLinSITES Webmail Service
- 200MB/Box Shared Storage

Your Application and Setup Fees Cover:

- Enterprise License for your organization
- Setup for your website(s)
- Access to the following modules:
 - Content Management
 - Blogs
 - Department Pages
 - Teacher Pages
 - Club, Sports and Organization Pages
 - Video Platform for on-demand, YouTube and live streaming
 - Custom Content
 - Calendar
 - LDAP
 - Private Site
 - DigiDrive
 - NotifyMe
 - Interactive Calendars
 - Technical Support for Every User

P.O. Box 305
Saraland, Alabama

Contractual
Agreement

251.471.5482
Fax: 251.375.2452

SCHOOLINSITES, LLC STANDARD TERMS AND CONDITIONS

For Web Hosting Service

These SCHOOLinSITES, LLC STANDARD TERMS AND CONDITIONS ("Standard Terms") apply to all contracted for uses of SCHOOLinSITES, LLC services (the "Service") and are entered into by and between the school or school district purchasing the Service and SCHOOLinSITES, LLC ("SCHOOLinSITES") (collectively, the "Parties" and each individually, a "Party"). These Standard Terms together with the agreement, purchase order or order form pursuant to which SCHOOLinSITES Service is ordered by Customer (the "Purchasing Document") constitute the "Contract" between SCHOOLinSITES and Customer. Customer wishes to utilize the Service, on behalf of itself and the students, teachers, administrators and schools that are permitted to use the Service under the Contract (collectively, the "Customer"). The Service will be provided to Customer subject to and in accordance with the terms and conditions of the entire Contract and other good and valuable consideration, the receipt of which is hereby acknowledged. Accordingly, the Parties hereby agree as follows:

1. The SCHOOLinSITES Service. In consideration for the payment by Customer of all fees set forth in the

Purchasing Document, SCHOOLinSITES shall provide Customer with the Service(s) specified therein.

a. The Service(s) subject to this Contract may include the SCHOOLinSITES web hosting service, which provides Customer with a means to maintain its websites.

b. Customer acknowledges that SCHOOLinSITES services apart from the web hosting service are not eligible for E-Rate funding from the Schools and Libraries Program of the Universal Service Fund administered by the Universal Service Administrative Company under the direction of the Federal Communications Commission. For a complete description of eligible and ineligible web hosting services, please refer to the Eligible Services List found at www.usac.org/sl.

2. Term; Termination.

a. Term. These Standard Terms will be effective during the term set forth in any current Purchasing Document, which may be extended in accordance with such Purchasing Document, and which incorporates these Standard Terms by reference (the "Initial Term"). Thereafter, except as may be set forth in an applicable Purchasing Document, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a "Renewal Term," and collectively with the Initial Term, the "Term"), unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term.

b. Termination with Cause. Either Party may terminate the Contract in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, Customer will receive a prorated refund of the fees paid by Customer for the then-current Term as set forth in the most recent Purchasing Document, calculated from the date of termination to the end of the then-applicable Term. The Contract may be terminated immediately by SCHOOLinSITES for non-payment, in which case Customer shall not receive any refund of fees.

c. Effect of Termination. In the event of termination or expiration of the Contract, Customer will:

(i) immediately discontinue access to and/or use of the Service; (ii) pay to SCHOOLinSITES all amounts due and payable under the Contract; (iii) return all documentation and related training materials to SCHOOLinSITES within a reasonable time at Customer's cost; (iv) immediately cease any use of the SCHOOLinSITES's Confidential Information (as defined below); (v) delete any of SCHOOLinSITES's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (vi) return to SCHOOLinSITES or, at SCHOOLinSITES's option, destroy, all copies of SCHOOLinSITES's Confidential Information then in its possession. Any termination of the Contract will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 3, 4, 5, 7, 8, and 9, and the last sentence of Section 6, will survive the expiration or termination of the Contract for any reason.

3. Fees; Expenses

a. Fees; Payments. In consideration for SCHOOLinSITES's performance under the Contract, Customer agrees to pay SCHOOLinSITES all fees required by the Purchasing Document, as applicable, which fees will be due in accordance with the provisions of the Purchasing Document, but in no event later than thirty (30) days after the date of an invoice from SCHOOLinSITES. Customer agrees that all fees are annual and require upfront payment for service. In connection with an extension of the Term pursuant to which SCHOOLinSITES will continue providing the Service, SCHOOLinSITES expressly reserves the right to change the fees payable under the Purchasing Document for the new Term based on the then current pricing. Calculation of the fees for any subsequent Term will also be based on SCHOOLinSITES's calculation of the number of enrolled students in Customer's school or district (as applicable) for each such subsequent Term. Customer will pay all fees in U.S. dollars. Payments shall be sent to the address indicated on the Purchasing Document, as set forth in Section 10 hereof.

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b. Late Fees. SCHOOLinSITES may charge interest on any overdue amounts at the lower of: (i) the highest permissible rate or (ii) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment.

d. Taxes. The fees under the Contract do not include any sales, use, excise, import or export, value-added or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees levied on the performance of Services by SCHOOLinSITES to Customer. Customer will be responsible for payment of such applicable sales, use, excise, import or export, value-added or similar tax or interest at point of sale. All payments due under this Contract shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Customer is required to deduct or withhold, Customer will promptly notify SCHOOLinSITES of the requirement, pay the required amount to the relevant governmental authority, provide SCHOOLinSITES with an official receipt or certified copy or other documentation acceptable to SCHOOLinSITES evidencing payment, and pay to SCHOOLinSITES, in addition to the payment to which SCHOOLinSITES is otherwise entitled under the Contract, such additional amount as is necessary to ensure that the net amount actually received by SCHOOLinSITES equals the full amount SCHOOLinSITES would have received had no such deduction or withholding been required. If Customer is exempt from any such taxes or fees, then such taxes or fees shall not be charged to Customer upon SCHOOLinSITES's receipt of a copy of Customer's tax exemption certificate or number.

e. Expenses. Except as provided in the Contract, each party will be responsible for its own expenses incurred in rendering performance hereunder, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. In addition, if SCHOOLinSITES is required by applicable law, legal process or government action or for a Customer audit to produce information, files, documents or personnel as witnesses with respect to the Contract or the products or services provided to Customer by SCHOOLinSITES, Customer shall reimburse SCHOOLinSITES for any professional time and expenses including reasonable external or internal legal costs incurred to respond to the request, unless SCHOOLinSITES is a party to the proceeding or the subject of the investigation.

f. Purchase Orders. Customer agrees that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to SCHOOLinSITES, it will timely issue such purchase order and inform SCHOOLinSITES of the number and amount thereof. Customer agrees that the absence of a purchase order, or other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Customer's obligations under the Contract, including payment of amounts owed to SCHOOLinSITES.

4. Confidentiality.

a. Definition. For purposes of this Section 4, "Confidential Information" of either Party means any non-public information disclosed by such Party to the other Party or related to the operations of the disclosing Party or a third party that has been identified as confidential. Without limiting the generality of the foregoing, Confidential Information includes, without limitation, information about a Party's business, vendors, customers, end users, products, services, employees, finances, costs, expenses, financial or competitive condition, policies, and practices, computer software programs and programming tools, and any other non-public information that does or may have economic value by reason of not being generally known.

b. Nondisclosure and Nonuse. Customer will keep SCHOOLinSITES's Confidential Information confidential. Specifically, Customer agrees not to disclose such Confidential Information except to those directors, officers, employees and agents of Customer (i) whose duties justify their need to know such information and (ii) who have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Customer will not use such Confidential Information except for the purposes set forth in the Contract. Customer shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as Customer uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances.

c. Notice. Customer will promptly notify SCHOOLinSITES in the event Customer learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as SCHOOLinSITES may reasonably request, at SCHOOLinSITES's expense, in any litigation against any third parties to protect SCHOOLinSITES's rights with respect to the Confidential Information.

d. Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order;

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(b) to comply with applicable law or regulation requiring such disclosure; or (c) to make such court filings as may be required to establish a Party's rights under the Contract.

e. Contact Information. Customer hereby authorizes SCHOOLinSITES to include and use individual Customer contact information (i.e., primary contact, system administrator, billing contact) in contact lists for emails, mailings, and faxes from SCHOOLinSITES or its affiliates (including SCHOOLinSITES Inc.) relating to SCHOOLinSITES- or SCHOOLinSITES-provided products and services, support, product and service matters, newsletters, user groups and events, and to provide contact information to third parties whose products or services Customer has purchased through SCHOOLinSITES for the purpose of providing those products and services or support or maintenance for the products and services. Customer acknowledges that it has the right to provide such consent, and SCHOOLinSITES acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

f. Other Rights. Customer hereby grants to SCHOOLinSITES the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the Service in SCHOOLinSITES's promotional materials. SCHOOLinSITES agrees to discontinue such use within fourteen (14) days of Customer's written request.

5. Privacy Policy and Acceptable Use Policy. Customer agrees to comply with the then-current Privacy Policy and Terms of Use (collectively, the "Policies"), which are fully incorporated herein by reference, to the extent applicable, which SCHOOLinSITES reserves the right to modify, from time to time, effective five (5) days after such modified Policies are posted at the relevant link (which can be found at the SCHOOLinSITES website located at <http://www.SCHOOLinSITES.com>), such posting to constitute effective notice of changes. In the event of an express conflict between the terms of these Standard Terms and the terms of the Policies, the terms of these Standard Terms will prevail.

6. Representations and Obligations. Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service; (ii) it will maintain the confidentiality of its password and account information, and agrees to notify SCHOOLinSITES in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; and (iii) it will not use the Service in combination with products or services not provided by SCHOOLinSITES or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. Customer agrees to defend, indemnify and hold harmless SCHOOLinSITES against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from Customer's use of the Service.

7. Limitation of Liability. In no event will SCHOOLinSITES, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by Customer or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of the Contract, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. SCHOOLinSITES, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under the Contract caused by or resulting from any act, omission or condition beyond SCHOOLinSITES's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or Customer's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of SCHOOLinSITES. Under no circumstances will the aggregate liability of SCHOOLinSITES to Customer or any third party arising out of or related to the Contract or the provision of the Service, exceed the aggregate fees paid to SCHOOLinSITES under the Purchasing Document during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of the Contract have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of SCHOOLinSITES for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, Customer shall be responsible for all claims and damage resulting from the misuse of the Service by Customer or its users including reimbursement of any expenses incurred by SCHOOLinSITES in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of the Contract would be substantially different. SCHOOLinSITES reserves the right to modify or remove any functionality that may be alleged to infringe a third party's intellectual property rights.

8. Limited Warranty. THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SCHOOLINSITES EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE

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SERVICE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, SYSTEM INTEGRATION AND/OR QUIET ENJOYMENT. NEITHER SCHOOLINSITES NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. SCHOOLINSITES AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE. Except as may be expressly stated in the Contract, in the event of the Service's failure to comply with the Contract, Customer's sole remedy shall be to terminate the Contract. Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, SCHOOLINSITES shall not be liable for any death, personal injury or damage to property.

9. Miscellaneous. Customer acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in the Contract grants or transfers to Customer any ownership rights in the foregoing materials or the Service. Each Party may seek any relief, including equitable relief provided under law. Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the SCHOOLINSITES website without the express written permission of SCHOOLINSITES. This Contract will be governed and interpreted in accordance with the governing law of the state of Customer's principal place of business (in the case of an entity) or Customer's primary residence (in the case of an individual). In addition to any other relief awarded, the prevailing party in any action arising out of the Contract shall be entitled to its reasonable attorneys' fees and costs. Failure by either Party to enforce any provision of the Contract will not be deemed a waiver of future enforcement. In the event that any provision of the Contract is finally determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remainder of the Contract will continue in full force and effect, and the Parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the Parties and is valid under applicable law. SCHOOLINSITES is providing a service to Customer as an independent contractor. No provisions of this Contract are intended or shall be construed to confer upon or give to any person or entity other than SCHOOLINSITES or Customer, any rights, remedies or other benefits under or by reason of the Contract. Notices to Customer must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested to the address specified in the Purchasing Document to the attention of the signatory. Any notices will be effective upon receipt by the Party receiving such notice. Neither Party may assign the Contract without the other Party's prior written consent, provided, that SCHOOLINSITES may assign the Contract without Customer's prior consent to (i) a parent, subsidiary or affiliate of SCHOOLINSITES or (ii) any entity or successor that acquires all or substantially all of the business, stock, or assets of SCHOOLINSITES. Any assignment made in conflict with this provision shall be void subject to the foregoing, and the Contract shall benefit and bind the permitted successors and assigns of the Parties. Except with regard to payment obligations, neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority. SCHOOLINSITES has no obligation to provide any service to Customer except as is expressly set forth in the Contract or another written agreement between SCHOOLINSITES and Customer. These Standard Terms, together with the applicable Purchasing Document, and the Policies express the complete and final understanding of the Parties with respect to the subject matter hereof, and supersede all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. By signing the applicable Purchasing Document, Customer represents and warrants that it has read and understands all applicable parts of these Standard Terms, including the Policies, and that the person who has signed the Purchasing Document for Customer is authorized to execute and deliver the Purchasing Document (which incorporates these Standard Terms and the Policies by reference) on its behalf.

10. Notices. All payments under the Contract shall be sent to the address set forth on the applicable Purchasing Document. Any other notices to SCHOOLINSITES must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed postage prepaid, return receipt requested to SCHOOLINSITES LLC, PO Box 305, Saraland AL, 36571.

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Alert Solutions, Inc.
201 Hillside Road
Suite 102
Cranston RI 02920
www.alertsolutions.com

Service Agreement

Sterling School District **Initial:** _____

Who are we, and how do we work together?

Service Provider is a division of Alert Solutions, a Delaware corporation, and is in the business of operating a web-based interface system by which customers can broadcast, transmit, or otherwise distribute documents and information via electronic mail, facsimile, voice and other means. In this contract all of these means are referred to as "messaging" or "transmitting". Service Provider is authorized to enter into this contract on behalf of Alert Solutions.

Customer is establishing or has established a business relationship with Service Provider whereby Service Provider will permit the Customer to utilize its messaging facilities subject to the terms of this Messaging Content and Transmission Contract (the "Contract"). Only the President of the Service Provider is authorized to amend or waive any of the provisions of this Contract, and such waiver must be in writing signed by the Service Provider's President, in each instance. If Customer breaches any of its obligations under this Contract or the Messaging Content and Transmission Contract, the Service Provider may, at its option, terminate the Customer's access to Service Provider's website facilities. Failure to take such action in one or more instances shall not constitute a waiver of such right as to any subsequent breach by the Customer.

What are the Service Provider's Responsibilities?

Service Provider agrees to protect the privacy and confidentiality of all mailing lists consisting of names, addresses, e-mail addresses, phone or fax numbers, together with the content furnished by Customer, from any unauthorized personnel, both within and outside Service Provider's organization, by utilizing the same method(s) used to protect Service Provider's own highly confidential data. Service Provider agrees that the Customer's lists are to be used only for the messaging selected by the Customer, and Service Provider will upon Customer's written request in each instance delete from its systems the Customer's lists and content at the conclusion of the transmission(s) contemplated within this Contract.

Service Provider may offer as an option available to Customer, Service Provider's toll-free "Do not contact" telephone number/e-mail address for Customer to include in its content. Customer is responsible for accessing this "Do not contact" list, and deleting these parties from the Customer's list.

It is agreed that all names and addresses, e-mail addresses, phone and fax numbers, and other information caused to be provided to the Service Provider by the Customer or by a list provider selected by the Customer, shall remain the sole property of Customer, or the Customer's list provider. Service Provider shall not copy or enter into any computer database, the names and addresses, e-mail addresses, phone and fax numbers in the lists in a manner that will cause the ownership identity of the Customer's lists or content to be destroyed. Our privacy standards meet or exceed all applicable federal and state regulations regarding the management, security, and maintenance of school related data (COPPA, FERPA). No personal information about our clients is ever shared with any third party without the Customer's specific written permission. Service Provider shall not rent, resell, or in any other way release the Customer list information or content.

Service Provider does not guaranty that the transmissions will result in any anticipated result. Service Provider does not guaranty that the data provided by the Customer will operate error-free with Service Provider's messaging programs. In no event shall Service Provider's liability for any damages, regardless of the form of action, exceed the monies paid by Customer to Service Provider. Under no circumstances shall Service Provider be liable for incidental, consequential, special, or exemplary damages of any kind or for lost profits.

No employee of the Service Provider is authorized to express any opinion as to whether any content or any messaging is in compliance with any applicable law. If any such opinion is expressed, the Customer agrees that Customer will not rely upon any such opinion.

What are the Customer's Responsibilities?

Customer is responsible for all messaging using Service Provider's web based interface and client-based interface and agrees to be responsible to insure that documents uploaded and their transmission to the intended recipients, are reviewed for compliance with applicable laws, before sending messaging. Customer also warrants that neither the content nor the transmission of that content provided by the Customer violates any state or federal copyright law.

Customer may from time to time load (or request assistance of loading) its content and its lists of names, addresses, telephone numbers, fax numbers, or e-mail addresses ("lists") onto the Service Provider's facilities and cause such content to be transmitted or distributed via Service Provider's messaging facilities. Whether such lists or content are created by the Customer or procured by the Customer from third parties, such lists and contents shall be deemed to have been provided by the Customer. Customer represents and warrants to Service Provider that Customer is familiar with the applicable laws governing messaging and Customer will cause its content and the transmission of its content to comply with the requirements of the Telecommunication Consumer Protection Act, the Junk Fax Prevention Act, and the Controlling the Assault of Non-Solicited Pornography and Marketing Act, the Can Spam Act of 2003 and email lists must be Confirmed Opt In, as from time to time amended and applicable, and any other present or future applicable governmental law or regulation, whether federal, state, or local that may govern the Customer's content or its transmission to a recipient through the Service Provider.

Customer shall indemnify and hold harmless Service Provider, its affiliates, successor organizations, directors, officers, shareholders, partners and employees from and against any and all liabilities from any claims against any or all of them whether or not foreseeable, directly or indirectly resulting from the actions or omissions of Customer or parties acting on behalf of Customer, or arising out of Customer's or its agents breach of any of its representations, warranties, responsibilities, or contracts contained in this Contract. Customer shall, at its own expense, defend Service Provider against any claim alleging the Service Provider's liability for indemnified matters provided that a) Service Provider promptly notifies Customer of any claim; b) Customer is entitled to settle or defend any action against Service Provider to which this indemnity relates; and c) Service Provider reasonably cooperates with Customer to facilitate such defense. Notwithstanding the foregoing, Customer may not settle any claim or consent to any judgment without first obtaining the written consent of Service Provider, such consent not to be unreasonably withheld, and Service Provider may participate in its own defense at its own expense. This Paragraph shall survive the termination of this contract.

This Contract shall be interpreted, construed, and governed according to the laws of the State of Rhode Island, and any and all actions brought hereunder shall be heard and determined solely in the courts of Providence County in said State of Rhode Island. In addition, any dispute, controversy or claim arising out of or in connection with this contract and any subsequent amendments, including its valid conclusion, binding effect, interpretation, performance, breach or termination, and tort claims shall be brought only in the courts of the State of Rhode Island. The prevailing party in any dispute concerning this Contract shall be entitled to an award of costs and reasonable attorneys' fees incurred in enforcing same. Each party hereto hereby waives its right to trial by jury as to any dispute hereunder. This Agreement may be assigned by either party without notice in the event of a merger or sale of substantially all of the assigning company's assets or stock. The Customer may cancel this contract if the Customer provides written notification to the Service Provider that an issue exists and the Service Provider is unable to rectify the issue within 30-days of initial written notification. In the event that the contract is cancelled due to cause, the Customer shall be provided a refund of the unused paid portion of the remaining contract term within 30-days of the date of cancellation. If this contract is terminated by the Service Provider during the term of this contract due to a breach caused by the Customer, the Service Provider will provide the Customer written notice of the termination within 15-days of the breach. This contract will automatically renew upon its anniversary date unless the Customer provides a 60-day written notice of its intent not to renew to the Service Provider.



Alert Solutions, Inc.
201 Hillside Road
Suite 102
Cranston RI 02920
www.alertsolutions.com

Service Agreement

Sterling School District **Initial:** _____

1. Definitions. The terms used herein shall have the meanings set forth below:

- 1.1 "Agreement" means any Non-Exclusive End User License Contract or Application Service Provider service agreement between Alert Solutions and Customer.
- 1.2 "Peak Hours" is defined as any time between 8 AM and 8 PM Eastern Standard Time, Monday through Friday.
- 1.3 "Non-Peak Hours" is defined as any time between 8PM and 8 AM Monday through Thursday, 8 PM Friday through 8 AM Monday and all federally recognized Holidays.
- 1.4 "Network Outage" means the inability to reach servers from outside the Alert Solutions network.
- 1.5 "Software Outage" is defined as the customer's inability to utilize messaging services due to a software issue.
- 1.6 "Maintenance Outage" is defined as planned downtime of servers due to regularly-scheduled software maintenance.
- 1.7 "Emergency Outage" is defined as downtime arising from an unforeseen emergency event.

2. Application Availability Commitment. Alert Solutions Service Availability Commitment is defined as follows:

- 2.1 Uptime from Network Outages: 99.9997% uptime during Peak Hours, 99.9997% uptime during Non-Peak Hours.
- 2.2 Uptime from Software Outages: 99.9997% During Peak or Non-Peak Hours

3. Maintenance Outage. Customer will receive minimum of twenty-four (24) hours notice prior to outage. Alert Solutions will schedule all planned outages to occur weekdays after 8:00p.m EST or before 8:00a.m. EST or on Weekends. Maintenance Outages are not covered under Application Availability Commitment.

4. Emergency Outage. Customer will receive email and/or phone notification of emergency outage with reason for outage and estimated duration. Emergency Outages are not covered under Application Availability Commitment.

5. Service Availability. Service shall be deemed unavailable if the server is not responding to requests issued by Alert Solutions offsite monitoring software. Alert Solutions records and data shall be the basis for all service availability calculations and determinations. Scheduled maintenance shall not be deemed to be service unavailability. Unavailability of Customer's server due to Customer's customizations and Modifications to the Alert Solutions software, acts of the Customer or its agents, or events of force majeure shall not be deemed service unavailability for the purpose of this commitment.

6. Service Availability Commitment Remedy. If Alert Solutions determines in its reasonable commercial judgment that Customer's service was unavailable for amount of time exceeding Application Availability Commitment during a calendar month, Alert Solutions, upon Customer's request, will credit Customer's account for such month the pro-rated charges for the time exceeding the Application Availability Commitment. Credits will not apply to charges for services other than the Monthly Fee for the service for which this Commitment was not met. Customers with multiple services will not receive credits for unaffected services. Customer's account shall not be credited more than once per month under this Service Level Agreement.