

BOARD MINUTES
BOARD MEETING
ADMINISTRATION BUILDING
December 8, 2025
7:00 P.M.

LIVESTREAM LINK

<https://www.youtube.com/@WesternBooneCountyCommunitySch>

Call to Order: Phil Foster, Brian Gott, Greg Hole, Dennis Reagan (arrived late), Melissa Smith and Shane Steimel. Absent: Adam Shepherd
Pledge of Allegiance
Prayer

• **MINUTES**

- The Chair entertained a motion to approve the minutes of the November 10, 2025, School Board Meeting.

Motion: Brian Gott, Second: Greg Hole, (Discussion), Vote: 4-0

ACTION ITEMS

By individual motions, the Board approved/adopted the following items or actions.

- **PERSONNEL** All employment recommendations are pending a completed satisfactory criminal background history report.
- **Granville Wells**
 - Jacqueline Covington – Resignation – Kitchen effective 11-13-2025
 - Paige Stanley – Employment – Life Skills Instructional Assistant effective November 17, 2025 to, December 19, 2025
 - Julie Wood – Employment – Substitute Kitchen effective 12-2-2025
- **ECA**
 - Tammy Middleton – Co-Spell Bowl Coach 2025-2026 school year
- **Western Boone**
 - Gage Griffith – Resignation – Custodian effective November 25, 2025
 - Rachael Henrickson – Employment – Nurse effective January 5, 2026
- **Western Boone Transportation**
 - Kyle Sanders – Change in Position – Daily Driver to CDL Driver effective November 20, 2025

Motion: Phil Foster, Second: Melissa Smith, (Discussion), Vote: 4-0

BUSINESS

- **Non-Certified Health and Dental Insurance Contribution**
 - Superintendent Ramey, recommended increasing the corporation's family health insurance contribution for non-certified employees from \$12,000 to \$12,500 and increasing the dental insurance from \$200.00 to \$250.00 beginning with the November 21, 2025 pay period.

Motion: Greg Hole, Second: Brian Gott, (Discussion), Vote: 4-0

- **Zero Period Compensation**

- Brent Miller, Principal, recommended the Board approve the compensation for 8 periods to Leslie Baker for teaching Jazz Band from 7:15 a.m. to 8:00 a.m. for the 2025-2026 school year. Continuing this through the 2026-2027 school year and beyond will be dependent on enrollment.

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 4-0

- **Approval of Funds Transfer**

- Kristen Dunn, Corporation Treasurer, requested the board approve a fund transfer, made on January 30, 2025, of \$19,997.00 from the 3190 Technology Advancements Fund to the Operations Fund (0300). This was due to an American Express purchase of student laptop bags coded to Operations in 2020 when it should have been coded against the Common School Fund Loan which formerly ran through Fund 3190.

Motion: Phil Foster, Second: Greg Hole, (Discussion), Vote: 4-0

- **Procedure for Student Meal/Lunch Accounts** **BP – 6350**

- Superintendent Ramey recommended the Board approve the revised Procedure for Student Meal/Lunch Accounts.

Motion: Greg Hole, Second: Phil Foster, (Discussion), Vote: 4-0

- **J. Everett Light Career Center Memorandum of Understanding (MOU)**

- Superintendent Ramey recommended the Board approve the agreement with J. Everett Light Career Center #24.

Motion: Melissa Smith, Second: Greg Hole, (Discussion), Vote: 4-0

- **Non-Resident Students**

- Superintendent Ramey recommended the Board approve the following Non-Resident Students:
 - Benaiah Trafford – Thorntown, PreK 2025-2026 school year.
 - Sophia Chrisfield – Western Boone, 8th Grade 2025-2026 school year.

Motion: Brian Gott, Second: Greg Hole, (Discussion), Vote: 4-0

- **Donations**

- Superintendent Ramey recommended the Board approve the following Donations:
 - Granville Wells received \$1,000.00 donation from George and Theresia Murray to go toward student assistance.
 - Western Boone High School Athletics received \$750.00 donation from Stalcorp Metal Forming, LLC to go towards the Gym Wall Sponsorship.
 - Western Boone Band received \$157.50 anonymous donation in memory of Leanna Woody.
 - Western Boone Choir received \$157.50 anonymous donation in memory of Leanna Woody.
 - Western Boone Theatrical Society received \$150.00 anonymous donation.
 - Western Boone Light Up the Holidays received \$200.00 anonymous donation.
 - Western Boone High School Cheerleading received \$500.00 donation from D. Patrick, Inc.
 - Western Boone High School Athletics received \$1,000.00 donation from Ken's Foods, LLC to go towards the Gym Wall Sponsorship.
 - Western Boone Food Pantry received \$250.00 anonymous donation.

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 4-0

- **CLAIMS**

- The Chair entertained a motion to approve the claims for November 10, 2025, through December 8, 2025, as submitted.

Motion: Phil Foster, Second: Greg Hole, (Discussion), Vote: 4-0

- **MONTHLY FINANCIAL REPORTS**

- Kyle Whiteley, Director of Business & Technology, provided an update on the financial reports of the corporation including the 1782 Notice.

Dennis Reagan arrived.

- **OTHER**

- **PERSONNEL**

- **Thorntown**

- **ECA**

Briana Wagner – Maker Space Managers

Hillary Rhoton – Maker Space Managers

- **BUSINESS**

- **Red Rover**

Superintendent Ramey recommended the Board approve the Agreement with Red Rover for Absence Management and Time Tracking.

Motion: Dennis Reagan, Second: Melissa Smith, (Discussion), Vote: 5-0

- **ANNOUNCEMENTS**

- Western Boone School Corporation – Christmas Break Begins – December 22, 2025
- Western Boone School Corporation – Staff Returns – January 5, 2026
- Western Boone School Corporation – Students Return – January 6, 2026

- **ADJOURNMENT**

Motion: Brian Gott, Second: Dennis Reagan, (Discussion), Vote: 5-0

PROCEDURE FOR STUDENT MEAL/LUNCH ACCOUNTS

BP – 6350

The National School Lunch Program (NSLP) requires school food authorities to establish written administrative guidelines and procedures for meal charges. Western Boone Community School Corporation will adhere to the following meal charge procedure.

All cafeteria purchases should be prepaid before meal service begins. Deposits into student's meal accounts can be made through the Harmony Family Portal, by check, or by cash.

A student may charge meals as long as there is an effort to maintain a good credit history of making payments on their food service accounts. Students may not charge "extras/ala carte" items.

A staff member may charge meals as long as there is an effort to maintain a good credit history of making payments on their food service accounts.

A student who has a negative meal account balance and has charged meals may not charge or purchase "a la carte" item(s), including extra main entrees, second meals, and "extras" including all "a la carte" items.

If a student repeatedly comes to school with no lunch and no money, food service employees must report this to the building's principal and guidance counselor as this may be a sign of abuse or neglect, and the proper authorities should be contacted.

Schools may deny a meal to a student who pays reduced or full price and who does not provide the required payment for that meal. However, every effort is made to ensure that all of our students who need a meal get a meal.

The food service director or café lead will coordinate communications with the parent(s)/guardian(s) to resolve the matter of unpaid charges. Negative meal balance notifications will be sent out via email weekly but no less than once a month. If the negative balance persists, the food service director will call the parent/guardian directly. If no response from parent/guardian continues, this may be reported to building principals, guidance counselors, and business manager.

If food services staff suspect that a parent, guardian, or student may be abusing this policy, written notice will be provided to the parent(s)/guardian(s) that if he/she continues to abuse this policy, the privilege of charging meals will be refused.

All accounts must be settled. Negative balances of more than \$100.00 not paid in full 90 days after notification and without effort made to make the student's meal account positive may force the Corporation to take action to collect unpaid funds by means of collection agencies, small claims court, or any other legal method deemed necessary by the Corporation.

Students who graduate or withdraw from the corporation and have \$5.01 or more left in their lunch/meal food service account will be notified by food services at the end of the school year or after a student withdraws from school and given the option to transfer the funds to another student or to receive a refund.

Students who graduate or withdraw from the corporation and have less than \$5.01 will not receive a direct notification by mail, but the household can contact the food service director to receive a refund. If no response is received within 30 days, the student's lunch/meal account will close, and the funds will no longer be available. Unclaimed remaining balances will be transferred to the guest/angel funds accounts.

Date Adopted: 2/13/17

Date Revised: 12/8/25

Area #24 J. Everett Light Career Center
Memorandum of Understanding (MOU)
1901 E. 86th Street
Indianapolis, IN. 46240
317-259-5265
www.jelcc.com



With this agreement, J. Everett Light Career Center #24 (JELCC24) and _____ (District/School Name) agrees to provide opportunities to JELCC24 non-member school students to apply/register for and enroll in: <https://www.jelcc.com/programs-1>

Article I: **Administrative Control**

The said, JELCC24, shall be under the administrative control of the Board of Education of the Metropolitan School District of Washington Township, Marion County, Indiana, and said Board shall have the authority and responsibility to determine all final decisions concerning the financing and operation of the Center.

Part II: **Program Description** <https://www.jelcc.com/programs-1>

- JELCC24 ensures that each instructor is utilizing the appropriate course content which must include the appropriate Indiana academic standards including alignment with the Next Level Programs of Study pathways.
- All students are eligible to participate in the Career-Technical Student Organization (CTSO).
- JELCC24 will manage kit contents, textbooks, dress code, curriculum format, teaching materials, or educational methods at its discretion.

Part III: **Certification Available**** (Learn more about Certifications)

Part III: **Dual Credit**** via Vincennes (2nd year, up to 16 credits*) (<https://www.jelcc.com/dual-credit>)

*Must meet program-ready requirements

**Courses are subject to change. See instructor for most up to date list.

Part V: **Costs**¹

- Tuition (\$1,250/hour) + co- curricular material/fee costs per count day enrollment. All funds will cover teacher salary/benefits, administrative fees, equipment, supplies, materials and overhead. (Refer to e-mail sent on Wed 8/2/2023 8:23 AM)
- Payments are non-reimbursable/refundable.

Part VI: Invoicing & Payment

- Non-participating schools shall pay the approved tuition + co-curricular + book rental fees for students who are enrolled and reported on the 30A enrollment report each fall once this report has received the Superintendent signatures. Enrollment is determined by the Indiana Department of Education on the count day. Tuition will be due 30 days from invoicing.
- The cost to a non-participating school corporation shall be determined in accordance with the policies and rules established by the Indiana State Board of Accounts.

Part VII: Schedule

Students will attend JELCC#24, 1901 E. 86th Street, Indianapolis, Indiana, 46240 during the scheduled times/dates. JELCC#24 follows the Washington Township Schools (WTS) calendar and time schedule.

Part VIII: Transportation

Transportation of non-participating students is the responsibility of the parent/guardian. OR It shall be the responsibility of the school district to arrange for transportation for their own enrolled non-participating students to and from the Career Center.

Part IX: Enrollment²

- We have limited seats available, therefore, the Enrollment Form must be completed and approved, as required, and turned in to JELCC24 on or before May 1st.
- Enrollment forms will be available December 4th 2025 via <https://www.ielcc.com/enroll-now> and via the teacher. After the due date, open seats will be communicated regularly and available for enrollment until capacity is met.
- Students will not be enrolled in a JEL class until a signed MOU is returned to Brian Funk bfunk@msdwt.k12.in.us
- Non-participating applications may be denied if the student was, in the twelve (12) months preceding the application:
 - Suspended or expelled for ten (10) or more school days;
 - Expelled for firearms, destructive devices, or weapons;
 - Suspended or expelled for causing physical injury to a student (including fighting), school employee, or a visitor to the school;
 - Suspended or expelled for a violation of the home school or previous school's drug or alcohol rules; or
 - Has a history of absences or occurrences of tardiness to school; including instances of early dismissal or untimely pick-up after the end of the school day
- Incomplete applications may be denied upon receipt.
- Non-participating attendance status is good for one year as long as the student remains in good standing.

Part X: Attendance

- Student and parent/guardian must attend any scheduled Information Session during the TBD date/time prior to school starting.
- Students must attend each day. Failure to comply may result in automatic withdrawal from the program. Any paid fees are non-reimbursable.
- Parents/Guardian are required to call their home-school AND JELCC24 if they are absent: 317-259-5265 extension 44014.

- JELCC24 and instructors will provide the non-participating school attendance records for each student enrolled in the program upon request.
- Each high school student enrolled in the course provided by JELCC24 instructors shall have reasonable access to inspect his/her records that relate to attendance, assessment, and all other information that may be retained in the official student file.
- JELCC24 must determine, annually, the capacity to accept non-participating students.
- Each student attending the Career Center shall be considered as a full-time student of the non-participating school corporation in calculating the average daily attendance for the non-participating school corporation.

Part XI: **Grades**

Students will receive a High School grade using the JELCC24 grading scale.

Part XII: **Length of MOU**

- MOU is in effect July 1, 2026 through June 30, 2027. An updated MOU will be sent out each year.
- This agreement and its content are intended to remain in place until the end of the school year. This agreement may be renewed annually based on mutual agreement. The terms of this agreement may be altered at any time, if mutually acceptable to both parties. The terms of this agreement may be canceled upon 30 days notice by either party due to unsatisfactory performance, with payments appropriately prorated.

Section XIII: **Liability and Indemnification**

Partner District agrees to defend, indemnify, and hold harmless the Metropolitan School District of Washington Township, including its board members, employees and agents, from and against any and all liability, loss, claims, demands, suits, costs, fees, and expenses, by Partner District students, families or employees because of the District's provision of services under this Agreement, including claims for damages directly caused by District's negligence.

District agrees to defend, indemnify, and hold harmless the Partner District, including its board members, employees and agents, from and against any and all liability, loss, claims, demands, suits, costs, fees, and expenses, by District students, families or employees because of the actions by Partner District under this Agreement, including claims for damages directly caused by Partner District's negligence.

- ISBVI is exempt from this portion.

I, the undersigned, have read and understand this agreement and acknowledge receipt of a copy. It is further understood and agreed that this agreement supersedes all prior or contemporaneous verbal or written agreements and may not be modified without the written agreement of the student and the School officials. I also understand that if I default upon this agreement I will be responsible for payment of any collection fees or attorney fees incurred by JELCC24.

My signature below signifies that I have read and understood all aspects of this agreement and do recognize my legal responsibilities in regard to this contract. This contract is immediately and fully in effect with my signature.

APPROVED SIGNATURES - By signing this agreement, I attest that the governing body has approved this agreement. For planning purposes, this MOU is due on or before 12/2/25.

Superintendent's PRINTED Name

Superintendent's SIGNATURE

Date

Brian E. Funk, Director
JELCC24
bfunk@msdwt.k12.in.us

Date

¹Example tuition (per student):

Welding:

1st Year-

\$1,250 x 3 hours= \$3,750

2nd Year Capstone-

\$1,250 x 3 hours= \$3,750

Plus:

1. Co-Curricular fee charges: InvoiceFees (see e-mail Wed 8/2/2023 8:23 AM)
2. Book rental fees

²Enrollment steps:

- 1) Download the enrollment form, located at: <https://www.ielcc.com/enroll-now>
- 2) Complete the form - PAGE ONE ONLY >>> (PDF-fillable form works best on a desktop computer). Make sure to sign and date at the bottom (e-signatures are acceptable at this time).
- 3) Return the completed form to HS Counselor. HS Counselor will confirm enrollment with JELCC.

Note: JELCC24 will be submitting a proposal to increase the tuition to \$1,300 per credit hour effective 2026-27 school year.

EDUCATION & OPERATION FUND COMPARISON REPORT

As of November 30, 2025, the Education Fund cash balance was \$5,723,855. The Education Fund expenditures for November 2025 were \$937,273. As of the end of November 2025, a total of 81% of the 2025 appropriation was expended.

As of November 30, 2025, the Operation Fund cash balance was \$2,721,232. The Operation Fund expenditures for November 2025 were \$401,072. As of the end of November 2025, a total of 76% of the 2025 appropriation was expended.

Western Boone County Community School Corporation has investments in the form of various interest-bearing accounts, deposits and treasuries with financial institutions and has earned interest as follows:

<u>Financial Institution</u>	<u>2025 YTD Interest Earned</u>
Home National Bank	\$493,583.67 Interest
Raymond James	\$4,464.29 Income
Raymond James	\$7,255.29 Change in Value
North Salem State Bank	\$61,189.45 Interest

FYI: The November 2025 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site



**Agreement for Western Boone County Community
School District -
Absence Management; Time Tracking**

**Western Boone County
Community School District**
1201 N STATE ROAD 75, THORNTOWN,
IN, 46071-9229,

Prepared For:
Kyle Whiteley
kyle.whiteley@webo.k12.in.us

Reference: Q-10583
Quote Expiration Date: 03-05-2026

Red Rover Technologies, LLC
559 W. Uwchlan Ave, Suite 200, Exton, PA
19341

Prepared By:
Spencer Sunde
ssunde@redroverk12.com

Pricing*

Product and Services	Quantity	Annual Fee	One-Time Fee	Total
Annual Subscription - Absence Management	1	\$4,750	-	\$4,750
Annual Subscription - Time Tracking	1	\$5,450	-	\$5,450
Implementation - Absence	1	-	\$1,450	\$1,450
Implementation - Time Tracking	1	-	\$2,850	\$2,850

*The pricing listed directly above reflects full annual rates and one-time implementation costs. Actual billed amounts may vary due to proration based on your start date. Please refer to the **Billing Schedule** section below for the exact payment amounts and billing timeline.

Total Annual Subscription: \$10,200

Quote Total : \$14,500

Subscription year: July - June

This order is subject to the terms of the Master Services Agreement attached hereto as Exhibit A.

Red Rover K12	
Name	Dani OShaughnessey
Title	Sales Team
Email	dani@redroverk12.com
Signature	
Date	

Western Boone County Community School District	
Name	
Title	
Email	
Signature	
Date	

Billing Schedule - Direct

Product	Quantity	Duration	Total	Invoice Date	Subscription Start Date	Subscription End Date
Implementation - Time Tracking	1	1	\$2,850	01-15-2026		
Implementation - Absence	1	1	\$1,450	01-15-2026		
Annual Subscription - Time Tracking	1	0.42	\$2,289	02-01-2026	02-01-2026	06-30-2026
Annual Subscription - Absence Management	1	0.42	\$1,995	02-01-2026	02-01-2026	06-30-2026

**This schedule outline may include projected future pricing for up to five years to provide visibility and aid in planning. It does not represent a contractual commitment to a multi-year agreement. Future years are optional and only apply if you choose to renew.

[Click here to download a copy of our W9](#)

MASTER SERVICES AGREEMENT

Red Rover Technologies Holdings, LLC ("Red Rover") with an address at 559 W. Uwchlan Ave, Suite 200, Exton, PA 19341 and the customer identified on the Order (as defined below) referencing this Master Services Agreement ("Customer") hereby enter into this Master Services Agreement as of the date of the Order referencing this Master Services Agreement. Red Rover and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties".

The terms and conditions of this Master Services Agreement and any appendices, exhibits or attachments attached hereto and referenced herein (together, the "MSA") set forth the terms and conditions under which the Parties agree that Customer may purchase, and Red Rover will provide, access to the Red Rover software-as-a-service offerings (the "Platform") and any related services (collectively, the "Service"), in return for applicable fees (the "Fees"), in each case as described in any ordering document issued by Red Rover from time to time in accordance with the MSA and signed by the Parties (an "Order"). Each Order referencing the MSA will incorporate the terms of the MSA and constitute the entire agreement between the Parties (hereinafter, the "Agreement") with respect to its subject matter.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for good and valuable consideration, the Parties agree as follows:

1. **Orders.** Orders shall specify the Service being purchased, the quantity, price, applicable dates defining the term of such Order or otherwise, and any other applicable terms. No obligation to furnish or to pay for a subscription to the Service (a "Subscription") arises under the Agreement until there is an Order for the Subscription to the Service, and Customer is not authorized to access or use, and shall not have a right to receive the Service unless expressly set forth in an Order. Unless an Order states otherwise, each Order is independent of each other Order (but each Order is part of and integral to the Agreement). Upon the Effective Date, the Parties shall enter into an initial Order for a Subscription to the Service (the "Initial Order"). Customer may add Authorized Users to the Subscription for the Service, if applicable, or add Supplementary Services at any point during the Term by adding them to the Service and, in such case, Customer is agreeing that it may be billed by Red Rover for them in the next billing cycle.

2. **Service.**

1. **Service.** Upon full execution of an Order, unless otherwise specified in the Order, subject to the terms of the Agreement, including, without limitation, Customer's payment of any Fees, Red Rover hereby grants to Customer during the Term, the non-exclusive, non-sublicensable, non-transferable and non-assignable (except as set forth in Section 11(B)), right for any Authorized Users (subject to Section 2(B)) to (i) access, display and use the Service as made available to Customer by Red Rover as described in an Order; (ii) receive Support for the Service during the Term in the manner described in the Agreement, and (iii) use any written, printed or electronic materials published or otherwise made available by Red Rover that relate to the functional, operational and/or performance capabilities of any aspect of the Platform, all as may be updated and redistributed to Customer by Red Rover from time to time ("Documentation"), each solely for the internal business or operational purposes of Customer. Customer shall provide the equipment and software (e.g., internet access, third-party software licenses, etc.) required to access the Platform.

2. **Authorized Users.**

1. **Definition.** "Authorized User" means (a) Customer's employees, and (b) employees of Customer's consultants and contractors that have a written obligation to Customer in advance with respect to the use of any aspect of the Service or Red Rover Confidential Information that are no less protective of Customer, or restrictive upon such consultant or contractor, than the terms of the Agreement are protective of Red Rover, or restrictive of Customer, with respect to such party's use of the same, (i) who are

authorized by Customer to access and use the Service and any Red Rover Confidential Information under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the Service has been purchased hereunder.

2. **General.** Customer acknowledges and agrees that different types of Authorized Users may have differing access and/or usage rights with respect to the Service. Customer will be billed on either a flat-fee or per-employee-per-month ("PEPM") basis, as set forth in the applicable Order. Unless agreed otherwise, for each Renewal Order Term, the Fees payable by Customer on a PEPM basis shall be proportionately increased or decreased in accordance with the actual number of Authorized Users who used the Service during the preceding year. Customer acknowledges and agrees that, if an Order is for multiple years, the foregoing shall still apply, and any increases in the number of Authorized Users will result in payable amounts proportionate to such number. For Customers billed on a flat fee, rather than PEPM, basis, Customer agrees that in the event of significant user volume increases, Customer and Red Rover shall confer in good faith in order to determine an appropriate adjustment to Fees.
3. **Service Administrators.** At all times during the Term, Customer must have an employee or employees that has completed administrator training from Red Rover (a "Service Administrator"). If a Service Administrator ceases to serve as such, Customer shall promptly provide written notice to Red Rover and have another employee obtain Red Rover Service Administrator training (at Red Rover's then current rates for such training) and be designated as a Service Administrator.
4. **Third-Party Authorized Users.** Customer may not sublicense, outsource or otherwise grant access to the Service to any third party, including, without limitation, any third-party vendor, nor may any such third party be an Authorized User, without Red Rover's prior written consent.
5. **User IDs.** Except for Customer's Service Administrators where reasonably necessary for administrative or security purposes, Customer will not allow any user ID for the Platform to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the user ID. Customer will safeguard its user ID and other security data and methods furnished to Customer in connection with the Service and prevent unauthorized access to or use of the Service.
6. **Usernames and Passwords.** Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Service. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Red Rover promptly of any unauthorized use of such usernames and passwords or any other breach of security related to the Platform or the Service known to Customer.
7. **Monitoring of Use.** Customer acknowledges and agrees that Red Rover shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' usage of the Service, including the number of Authorized Users and activity within all Customer accounts to confirm Customer's and its Authorized Users' compliance with the terms of the Agreement.
3. **Use Restrictions.** Customer shall not at any time, directly or indirectly, and shall not cause or permit any Authorized Users or other third party to: (i) copy, modify or create derivative works of the Service or Documentation, in whole or in part (except that Customer may copy the Documentation solely in connection with Customer's use of the Service); (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to any software component of the Service, in

- whole or in part; (iv) remove, alter or obscure any proprietary notices in the Service or Documentation; (v) access or use the Service or Documentation for purposes of competitive analysis, the development, provision or use of a competing software service or product, or any other purpose that is to Red Rover's detriment or commercial disadvantage; or (vi) use the Service or Documentation in any manner or for any purpose that infringes upon, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. All rights not expressly granted to Customer are reserved by Red Rover and its licensors, if any.
4. **Support.** Red Rover will provide Service Administrators with remote support in accordance with Red Rover's standard customer support availability Monday through Friday, during Red Rover's normal business hours, unless indicated otherwise in an Order.
 5. **Integration.** At its discretion, Red Rover may make available to Customer certain functionalities and/or processes that facilitate Customer's integration of the Service with other third-party software utilized by Customer. Notwithstanding the foregoing, Customer acknowledges that Red Rover does not control third-party software, and therefore Red Rover cannot and does not guarantee that integrations will always be available or operable and if the third-party provider ceases to make the third-party software available for the Service, Red Rover may cease providing such Service features without entitling Customer to any refund, credit or other compensation.
 6. **Suspension.** Notwithstanding anything to the contrary in the Agreement, Red Rover may temporarily suspend Customer's and any Authorized User's access to all or any portion of the Service if: (i) Red Rover reasonably suspects or determines that (A) there is a threat or attack on the Platform; (B) Customer's or any Authorized User's use of the Platform disrupts or poses a security risk; (C) Customer or any Authorized User is using the Platform for fraudulent or illegal activities; or (ii) Customer fails to make a timely payment due under the Agreement within five (5) days of Red Rover's written notice to Customer. Red Rover shall use commercially reasonable efforts to provide written notice of any Service suspension to Customer and to provide updates regarding resumption of access to the Service following any Service suspension. Red Rover will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service suspension.
 7. **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, Customer acknowledges and agrees that Red Rover may monitor Customer's use of the Service and collect and compile data and information related to Customer's and its Authorized Users' use of the Service that is compiled by Red Rover in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service ("Aggregated Statistics"). Aggregated Statistics do not constitute Customer Data (as defined in Section 6(A)). As between Red Rover and Customer, all right, title, and interest in and to Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Red Rover. Customer acknowledges that Red Rover may compile Aggregated Statistics based on Customer Data and Customer's and Authorized Users' usage of the Service, which Red Rover may use for purposes including, without limitation, operations management, performance analysis, product improvement, and research and development. Customer agrees that Red Rover may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that Red Rover's use of the Aggregated Statistics does not identify Customer, any Authorized User or Customer's Confidential Information.
 8. **Feedback.** If Customer or any Authorized User provides feedback to Red Rover regarding the Service, including but not limited to any suggestions, ideas, enhancement requests, recommendations or other information relating to the Service provided by Customer or

Authorized Users ("Feedback"), Red Rover may use the feedback without restriction or obligation. All feedback is provided "as is" and Red Rover will not publicly identify Customer as the source of feedback without Customer's written consent. Feedback does not constitute Customer Data (as defined in Section 6(A)).

9. **Customer Responsibilities.** Customer is solely responsible for maintaining the security and confidentiality of its systems and access credentials to access and use the Service and is responsible and liable for all uses of the Service resulting from access provided by Customer, directly or indirectly. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by Customer. Customer shall make all Authorized Users aware of the Agreement's provisions as applicable to such Authorized User's use of the Service (including without limitation the provisions of Red Rover's privacy policy as can be found at www.redroverk12.com ("**Privacy Policy**")), and shall cause Authorized Users to comply with such provisions. Customer represents and warrants that Customer has the authority, including providing appropriate disclosures and obtaining all necessary rights and consents, to provide personal information of Authorized Users to Red Rover for purposes of Red Rover's provision of the Service under the Agreement. Customer acknowledges that the Service is not intended for use by students and agrees that Customer shall not provide personally identifiable student data to Red Rover.

3. Fees, Invoicing and Payment.

1. **Order Term Fees and Invoicing.** All Fees and charges shall be set forth in the applicable Order. The subscription fee for the Service will be invoiced to Customer by Red Rover at the commencement of the applicable Initial Order Term and each Renewal Order Term thereafter unless otherwise stated in the Order.
2. **Renewal Order Term Fees and Invoicing.** Unless otherwise stated in the Order, (i) subscriptions for the Service automatically renew each July 1 unless Customer provides a written non-renewal notice to Red Rover within thirty (30) days after the applicable renewal date and (ii) following the Initial Order Term, Red Rover may increase Fees for each Renewal Order Term subject to the following limitations: Red Rover will not increase fees by more than either (a) 5 percent (%) above the amount of the Initial Order Term or the prior Renewal Order Term, as applicable, or (b) the increase in the CPI-U (Consumer Price Index for all Urban Consumers) for the applicable period, whichever is greater.
3. **Payment.** Customer shall pay Red Rover the Fees within thirty (30) days of the Invoice date unless otherwise stated in the Order.
4. **Taxes.** All Fees and any other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer unless Customer provides Red Rover with a valid applicable tax exemption certificate.

4. Confidentiality.

1. **Standard of Care.** Each Party ("**Receiving Party**") acknowledges and agrees that, during the Term, it may be furnished with or otherwise have access to non-public business information, know-how and/or trade secrets in any form, whether written, electronic, oral or otherwise, that relates to and is disclosed by or on behalf of the other Party ("**Disclosing Party**") or its affiliates, directly or indirectly, to Receiving Party in connection with the Agreement ("**Confidential Information**"). Receiving Party shall exercise the same degree of care and protection with respect to Confidential Information that it exercises with respect to its own confidential or proprietary information, but in no event shall Receiving Party exercise less than a reasonable standard of care. Receiving Party shall only use, access or disclose

Confidential Information as necessary to fulfill its obligations or exercise its rights under the Agreement. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third-party to access any Confidential Information; provided, however, that: (i) Customer may disclose Red Rover's Confidential Information to Customer's Authorized Users who have a need to know it for the purposes of the Agreement; (ii) Red Rover shall have a right to disclose to its employees, affiliates and contractors who have a need to know it and have entered into terms no less protective of the same than the terms of this Section 4; (iii) the Parties may disclose the terms and conditions of the Agreement to their attorneys, accountants, financial institutions, auditors, regulators and other agents in the ordinary course of business, subject to appropriate professional obligations or written confidentiality agreements, (iv) a Party may disclose Confidential Information in accordance with Section 4(B); and (v) all use of Confidential Information shall be subject to all the restrictions set forth in the Agreement.

2. **Compelled Disclosure.** If Receiving Party is compelled by law to disclose Confidential Information, it shall provide Disclosing Party with prior written notice of such compelled disclosure, to the extent legally permitted, and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest it.
3. **Exclusions.** The term "Confidential Information" shall not include any information that is or becomes generally available to the public without breach of any obligation by Receiving Party; was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation by Receiving Party; was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or is received by Receiving Party from a third-party without breach of any obligation owed to Disclosing Party.
4. **Right to Seek Injunction.** If Receiving Party discloses or uses (or threatens to disclose or use) Confidential Information in breach of the Agreement, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.
5. **Red Rover Intellectual Property.** As between Customer and Red Rover, Red Rover (and Red Rover's licensors, where applicable) is the exclusive owner of all right, title and interest, including all related intellectual property rights, in and to all aspects of the Service, including without limitation any integrations thereto, and any other Red Rover intellectual property, regardless of any participation or collaboration by Customer in the design, development or implementation of the Service. No title or ownership of intellectual property rights in and to the Service, or any component thereof, is transferred to Customer or any third parties hereunder.
6. **Customer Data; Data Privacy and Security.**
 1. **Customer Data.** "Customer Data" means information, data and other content, in any form or medium, that is submitted, posted or otherwise transmitted by or on behalf of Customer or an Authorized User in connection with their use of the Service. For the avoidance of doubt, Customer Data does not include any Aggregated Statistics, Feedback or any other information reflecting the access or use of the Service by or on behalf of Customer or any Authorized User.
 2. **Customer Owns Customer Data.** As between Red Rover and Customer, Customer owns all right, title and interest in and to Customer Data, which shall never be deemed to be part of the Service, even if delivered or incorporated therewith. Customer shall have sole responsibility, and Red Rover shall have no responsibility whatsoever for, the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership of Customer Data, and Red Rover shall not review, monitor or check Customer Data except as instructed by Customer in accordance with the Agreement or as otherwise set out in the Agreement and necessary to provide the Service to Customer. Customer hereby grants to Red Rover a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise

use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Red Rover to provide the Service to Customer.

3. **Customer Data Processing.** Red Rover processes Customer Data utilizing administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of Customer Data and will not disclose Customer Data to any third party except (i) to Red Rover's affiliates or contractors who are performing services for Red Rover for Red Rover to provide the Service and are subject to written confidentiality requirements no less protective than those contained in Section 4, (ii) to other third parties as Red Rover deems necessary to provide the Service to Customer, or (iii) as required by applicable law. Notwithstanding the foregoing, Red Rover is responsible for any disclosures of Customer Data by Red Rover's affiliates or contractors, and/or other third parties as referenced above to whom Red Rover discloses or transmits Customer Data. Without limiting Red Rover's applicable obligations under this Section 6(C), Customer acknowledges that Red Rover is not responsible for any Customer Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Red Rover or its affiliates or contractors, including, but not limited to, the Internet and Customer's local network.
4. **Privacy Policy.** In performing the Service, Red Rover will comply with its Privacy Policy, which is available at www.redroverk12.com and incorporated into the Agreement by reference. The Red Rover Privacy Policy is subject to change at Red Rover's discretion; however, Red Rover privacy policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Order Term.

7. Term and Termination.

1. **Agreement Term.** Unless otherwise terminated as provided herein, the Agreement shall commence on the Effective Date and continue until the expiration of all Orders that the Parties have executed (the "Term").
2. **Order Term.** For purposes of the Agreement, with respect to any Order the period from the Order start date until the immediately subsequent July 1 (the "Initial Order Term") shall be deemed to be the first "year" of the Agreement, regardless of whether such period is equal to or less than three hundred sixty-five (365) days. Unless otherwise specified in an Order, each Order (and any license or subscription rights granted therein) shall commence upon the applicable Order start date and, unless Customer provides a written non-renewal notice to Red Rover not less than thirty (30) days after the immediately subsequent July 1, shall automatically renew each July 1 for one (1)-year renewal terms (any such renewal period shall be referred to collectively as the "Renewal Order Term") (together, the Initial Order Term and each Renewal Order Term shall be referred to as the "Order Term"). Except as specifically set forth in Sections 7(C), (D) or (E) below, Customer may not terminate an Order at any time in the middle of the Order Term.
3. **Termination for Cause.** In addition to any other express termination right set forth in the Agreement: (i) Red Rover may terminate the Agreement and/or any applicable Order upon written notice to Customer if Customer fails to pay any undisputed amount when due hereunder and such failure continues for a period of ten (10) days after Red Rover's delivery of written notice thereof; or (ii) either Party may terminate the Agreement, effective on written notice to the other Party, if the other Party breaches the Agreement, and such breach is incapable of cure or, being capable of cure, remains uncured to the reasonable satisfaction of the non-breaching Party thirty (30) days after delivery of such notice.
4. **Termination for Insolvency.** Either Party may terminate the Agreement and/or any applicable Order by written notice to the other Party if (i) the other Party takes any step or action in connection with its entering administration, provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring or reorganization), being wound up (whether voluntary or by order of the court unless for the

purpose of a solvent restructuring or reorganization), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction or (ii) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or substantially all of its business or operations.

5. **Termination for Non-Appropriation.** In the event that Customer is a public school district or similar public entity for which any payment obligation is dependent upon necessary funds being appropriated, budgeted and otherwise made available to Customer for payment of Fees pursuant to applicable laws and regulations, and funds are not made available for such purpose, Customer may terminate the Agreement upon written notice to Red Rover, in which case Red Rover shall not be obligated to refund any prepaid Fees, but Customer shall not be obligated to pay any future Fees under any Order terminated in accordance with this Section 7(E).
6. **Responsibility of the Parties Upon Termination of Agreement.** Upon expiration or earlier termination of the Agreement, Customer shall immediately discontinue use of the Service. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund, except to the extent set forth in Section 7(E).
7. **Customer Data Upon Termination.** Red Rover shall store and retain Customer Data for a period of two (2) years after the expiration or termination of the Agreement unless otherwise required by applicable law. Red Rover shall make Customer Data available in a reasonable format of its choosing upon receipt of a written request from the Customer subject to a fee.

8. Limited Warranties; Disclaimers.

1. Red Rover Warranties.

1. **Limited Warranty.** Red Rover warrants that the Platform will perform substantially in accordance with the specifications set forth in the then-current Documentation and that the Service shall be performed in a good, professional and commercially reasonable manner and it will use individuals with the requisite level of skill and expertise in order to do so. If Customer discovers that any functionality in the Platform fails to conform to the limited warranty provided in this Section 8(A)(i), Customer shall give Red Rover written notice of such nonconformity promptly after discovery and in any event, no later than thirty (30) days after delivery of the Service or any component thereof to Customer.
2. **Remedy.** Customer's sole remedy for any breach by Red Rover of the warranty provided in Section 8(A)(i) shall be to use reasonable efforts to repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support, at Red Rover's expense, as described herein, or re-perform any Service, as applicable, and if Red Rover cannot repair or replace the nonconforming functionality in the Service or provide Customer with an alternative means of accomplishing the desired performance pursuant to Red Rover's provision of support for the Service within a reasonable period of time, or re-perform the Service in a manner that meets with the limited warranty within a commercially reasonable period of time, as applicable, Red Rover, at its option, may terminate the Agreement and give Customer a refund for the period during which the functionality failed to meet the warranty or a refund for the period during which the Service failed to meet the warranty, as applicable, and reimburse Customer for any pre-paid amounts paid by Customer for the remainder of the Order Term.
3. **Exceptions.** Notwithstanding the above, warranty coverage shall not extend to circumstances in which any failure is the result of the following: (a) Customer is in default or breach of any of its obligations under the Agreement, or (b) any non-

conformance of the Service due to (1) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Red Rover; (2) Customer's negligence, abuse, misapplication or misuse of the Service (including the Customer's failure to operate it in accordance with the Documentation); (3) any repairs, modifications, configurations, customizations or rules set by persons other than Red Rover (i.e., where the issue is determined to be caused by such party); (4) Customer Data; (5) any malicious action on the part of Customer or any third party that gains unauthorized access to the servers and/or workstations of Red Rover's or Customer's devices, including, but not limited to, malware, computer viruses, computer hacking or other compromising of operating system, applications or system data; or (6) any other fault or failure that is not due to a fault or failure of the Service to conform to the warranty that the Service will perform substantially in accordance with the specifications set forth in the then-current Documentation.

2. **Red Rover Warranty Disclaimers.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, THE SERVICE IS PROVIDED "AS IS" AND RED ROVER AND ITS AFFILIATES MAKE NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITH RESPECT TO QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR ARISING FROM CUSTOM, COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, RED ROVER AND ITS AFFILIATES DO NOT WARRANT THAT THE SERVICE WILL: (I) BE SUITABLE FOR THE PURPOSES OF CUSTOMER OR ITS USERS OR WILL ACHIEVE ANY INTENDED RESULT; (II) OPERATE IN ANY HARDWARE AND SOFTWARE COMBINATIONS OR BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, INFORMATION OR MATERIALS; (III) BE COMPLETELY SECURE, ACCURATE, COMPLETE OR FREE OF HARMFUL CODE OR DISABLING CODE; OR (IV) BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PERFORMANCE.
3. **Customer Warranties.** Customer represents and warrants that: (i) Customer owns all right, title, and interest in and to, or otherwise has obtained all rights, consents, permissions or licenses necessary to grant the use of Customer Data and to otherwise allow the Service access to, or possession, manipulation, processing or use of, Customer Data and any other materials in the manner in which it is doing so, including, without limitation, use of the same with the Service; and (ii) Customer Data will not infringe upon a third party's intellectual property rights.

9. Limitations on Liability.

1. This Section 9 sets out the entire financial liability of Red Rover (including any liability for the acts or omissions of Red Rover's affiliates, contractors and licensors) to Customer or its employees, agents, contractors or any third party acting on Customer's behalf arising under or in connection with the Agreement or the Service. Except as expressly provided in the Agreement, Customer agrees that it assumes sole responsibility for results, outputs and values obtained from the use of the Service by Customer and for conclusions drawn from such use. Red Rover shall have no liability for any damage caused by errors or omissions in any information, content, instructions or scripts provided to it by or on behalf of Customer in connection with the Service or any actions taken by Red Rover at Customer's direction.
2. **No Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED ROVER HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR LOSS OF CORRUPTION OF DATA OR PURE ECONOMIC LOSS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, LOSS, COSTS, CHARGES OR EXPENSES, HOWEVER ARISING UNDER THE AGREEMENT, WHETHER AN

ACTION IS IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR ANY OTHER THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. **Maximum Aggregate Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RED ROVER'S AGGREGATE LIABILITY ARISING OUT OF THE AGREEMENT IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RED ROVER FOR THE SPECIFIC ORDER UNDERLYING ANY CLAIM BROUGHT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.
4. **Independent Allocations of Risk.** EACH PROVISION OF THE AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY RED ROVER TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE AGREEMENT.

10. Indemnification.

1. **By Red Rover.** Red Rover shall indemnify, defend and hold harmless Customer and its directors, officers, members, managers, employees and representatives (each a "Customer Indemnitee") from and against any and all losses or other liabilities incurred by any Company Indemnitee resulting from any demand, claim, suit or action by a third party (an "Action") alleging that the Service infringes or misappropriates such third party's U.S. patents, copyrights or trade secrets. This Section 10(A) does not apply to the extent that the alleged infringement or misappropriation arises from: (i) Customer or third-party materials, including Customer Data; (ii) negligence, abuse, misapplication or misuse of the Service by or on behalf of Customer; (iii) use of the Service by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement or in any manner contrary to Red Rover's instructions; or (iv) events or circumstances outside of Red Rover's reasonable control (including any third party hardware, software, or system bugs, defects, or malfunctions). This Section 10(A) sets forth Customer's sole remedy and Red Rover's sole liability and obligation for any actual or alleged claims that the Service infringes or misappropriates the intellectual property rights of any third party.
2. **By Customer.** To the maximum extent permitted by applicable law, Customer shall indemnify, defend and hold harmless Red Rover and its directors, officers, members, managers, employees and representatives (each a "RR Indemnitee") from and against any and all losses or other liabilities incurred by any RR Indemnitee resulting from any Action alleging that that use of Customer Data infringes the rights of, or has caused harm to, a third-party or any claim to the extent caused by the Service's access to, or possession, manipulation, processing or use of the Customer Data as necessary to provide the Service to Customer.

11. General.

1. **Governing Law; Jurisdiction.** The validity, interpretation and performance of, and any dispute arising under, this Agreement shall be governed by the laws of the state where Customer is located, without reference to the choice of law provisions of any jurisdiction. Red Rover and Customer each hereby (i) agrees that any legal proceeding arising out of or relating to the Agreement shall be instituted in the federal and state courts located in the county and state where Client is located and (ii) consents to the personal and exclusive jurisdiction of such courts, provided that either party may seek injunctive and other equitable relief in any court of competent jurisdiction.

2. **Assignment.** Neither Party may assign any of its rights or obligations under the Agreement, whether by operation of law or otherwise, without the other Party's prior written approval (not to be unreasonably withheld); provided, however, Red Rover may assign the Agreement without consent to (i) a parent or subsidiary, or (ii) in connection with a merger, acquisition, corporate reorganization, change in control, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section 11(B) shall be void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
3. **Authorized Use.** During the Term, Red Rover may publicize the fact that Customer has engaged in the authorized use of the Service and Red Rover may use Customer's name and brand image or trademark according to Customer's published guidelines for such use, but Red Rover will not state or imply that Customer endorses or recommends the Service unless authorized by Customer to do so.
4. **Construction and Interpretation.** The Agreement may be executed and delivered by manual or electronic signature in one or more counterparts, each of which will be deemed to be an original copy of the Agreement and all of which, when taken together, will be deemed to constitute one and the same document. The Parties agree that the Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party.
5. **Entire Agreement; No Pre-Printed Forms.** The Agreement comprises the entire agreement between Customer and Red Rover and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. Any purchase made under the Agreement is not dependent on the delivery of any future functionality or feature of the Service or any oral or written public comments by Red Rover regarding any future functionality or feature of the Service. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to the Agreement. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Agreement.
6. **Notice.** Any notice delivered pursuant to the Agreement shall be in writing and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the US mail, registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a national overnight courier; in each case addressed to the addresses provided on the applicable Order, or to such other address as may be specified by either Party hereto upon notice given to the other in accordance with this Section.
7. **Force Majeure.** Neither Party shall be liable to the other for any failure or delay in the performance of its obligations for any cause that is beyond the reasonable control of such Party, including, without limitation, acts of God, shortages of supplies, labor or materials, strikes and other labor disputes, storms, floods, acts of war or terrorism, failure of third-party hardware, software, services or networks, failure of service providers, utility blackouts or brownouts, failure of telecommunications or the internet, pandemics and actions by a governmental authority (such as changes in government codes, ordinances, laws, rules, regulations, or restrictions) provided that such Party promptly notifies the other Party of the expected duration of such event.
8. **Amendments.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both Parties.
9. **No Waiver of Rights.** No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10. **Severability.** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
11. **Survival.** The Parties acknowledge that certain provisions of the Agreement, by their nature and content, are intended to survive and remain in effect beyond the termination or expiration of the Agreement. Without limiting the generality of the foregoing, any provision that: (i) relates to confidentiality; (ii) concerns indemnification, limitation of liability, or allocation of risk; (iii) addresses dispute resolution, governing law, or jurisdiction; (iv) involves payment obligations that accrued prior to termination; (v) relates to intellectual property rights, ownership, or licensing; or (vi) by its express terms or reasonable implication is intended to survive termination, shall survive the termination or expiration of the Agreement and remain binding upon the Parties and their respective successors and permitted assigns.
12. **WAIVER OF JURY TRIAL.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
13. **Relationship of the Parties.** No joint venture, partnership, employment or agency relationship exists between Customer and Red Rover as a result of the Agreement or use of the Service.
14. **Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement, and the Agreement does not confer any rights on any person or party other than the Parties (and, where applicable, their successors and permitted assigns).