

Memorandum of Understanding

between

Campusknot, Inc.

(hereinafter referred to as the "**Campusknot**")

represented by the Project Coordinator at Campusknot, Inc. established in Starkville, MS;

and

Tupelo Career-Technical Center

(hereinafter referred to as the "**Institution**")

represented by the *Tupelo Public School District*

(hereinafter referred to as the "**School District**")

established in *Tupelo, MS*

This Memorandum of Understanding (MoU) sets for the terms (as defined in the Campusknot Service Agreement) and understanding between *Campusknot* and the 2019 – 2020 appropriations bill pilot project, Campusknot Mississippi (CKMS), and the *Institution* wish to participate in the pilot activities of the project as approved and funded by the Mississippi Department of Education (MDE) effective 1 August 2019 – 31 July 2020.

Background

Campusknot is a social-learning management system funded and approved by the MDE for use in K12 schools across Mississippi to bridge the learning and engaging technology gap in secondary schools and higher education by better integrating formal and informal learning scenarios and adapting both the technology and the methodology that students will most likely be facing in further education and the workforce.

The main objective of the project is to bring innovation to schools and prove the efficacy of the software by piloting teaching and learning technology that empowers teachers and students to participate in class and on campus, engage with their coursework, develop digital skills, and create a unified, simplified learning environment that enhances the learning and management processes for all.

To achieve this objective, *Campusknot* has designed and delivered a Social-learning Management System (S-LMS) that is simple, intuitive, and designed for the next generation of students and their learning needs. The *Institution* wishes to participate in the *Campusknot* pilot activities and will have the opportunity to bring its teachers and students to the platform and engage with broad teaching and learning activities supported by the platform.

The Campusknot pilot platform is accessible at <http://www.campusknot.com/>

Purpose and obligations

This MoU will facilitate the *Institution*, its teachers, students and staff to participate in the *Campusknot* pilot activities. This will be accomplished by undertaking the obligations listed below:

Obligations of *Campusknot*:

- ✓ To design and deliver a shared, cloud-based, Social-learning Management System (i.e., the Campusknot platform) for selected secondary schools across the state of Mississippi. It incorporates a set of integrated tools and services in order to support student-driven dynamic learning path creation with social sharing and interactions.
- ✓ To provide support to the faculty, students, and institution in the use of the software in its entirety for the duration of the pilot.
- ✓ To provide an initial professional development session to introduce the Campusknot platform to faculty.
- ✓ To provide integrations for appropriate student data transfer from the Campusknot system to the institution's Student Information System (SIS) as limited by the institution's current software if applicable.
- ✓ To provide the means and processes for conducting a mid-year and end-year evaluation of the platform for students and faculty.
- ✓ To provide a clear implementation process including but not limited to supporting documents and specified dates for initial training/professional development, mid-year evaluations, and end-year evaluations.
- ✓ To provide a federated authentication and authorization infrastructure for all users to access the Campusknot platform, in full compliance with the federal, state, and local laws of Mississippi. (i.e. as data processor).

Obligations of the *Institution*:

- ✓ To provide a *Contact Person* to the *Institution* who is going to administer and manage the access rights of the teachers and staff as well as the eligible students on the Campusknot platform.
- ✓ To ensure that the informed consents of the teachers and staff as well as the students involved – where necessary the informed consents of parents or legal guardians of minors – are collected and handled by the *Institution* (i.e. as data controller). (See Service Agreement)
- ✓ To conduct institution-wide, mid-year and end-year evaluations, as outlined by *Campusknot*, of the Campusknot platform in regards to its performance, student perception, faculty perception, approved student and faculty performance data evaluations, and overall impact and results for the institution.
- ✓ To report any issues, technical or other, related to the use of the Campusknot platform, its tools and services.
- ✓ To acknowledge *Campusknot* in any publication or presentation related to the teaching and learning activities carried out or supported by the platform.
- ✓ Actively encourage use and facilitate activities, where possible and viable, of the Campusknot platform.

Reporting

The *Institution* will be supported by the Project Coordinator of *Campusknot*. The *Institution* is expected to use the contact information made available by *Campusknot* to report any issues, technical or other, related to the use of the Campusknot platform and its integrated tools and services. *Campusknot* may recognize

the name of the *Institution* and *School District* on the project website, platform and/or in official publication and marketing materials.

Funding

This MoU is not a commitment for the *School District* or *Institution* to fund CKMS directly, as all funding for CKMS is provided by the MDE to *Campusknot* prior to implementation and selection of Institutions by *Campusknot*.

This MoU is not a commitment of funds provided by Campusknot to the *School District* or *Institution* in any shape or form. All activities carried out by the *Institution*, its teachers, students or staff in the context of *Campusknot* should be born at the *Institution*.

Campusknot Representative

Campusknot, Inc.
 Blake Tarver
 Project Coordinator
 101 South Lafayette Street, Suite 31
 Starkville, MS 39759
 Telephone: 601-695-0032
 E-mail: blake.tarver@campusknot.com

7-17-19

Date




School District Representatives

Tupelo Public School District
 Tupelo Career-Technical Center (CTE)
 4125 Golden Wave Dr, Tupelo, MS 38801
 662-841-8990

 (Print Name)

 Signature

 Date

 Title

 (Print Name)

 Signature

 Date

 Title

 (Print Name)

 Signature

 Date

 Title

Campusknot Service Agreement

This document describes the terms and conditions of the Services offered by Campusknot, Inc. This agreement governs institutional access to and use of the Services and is effective as of **1st August 2019 – 31st July 2020**. You represent and warrant that you are an authorized representative of the School District and Institution with full power and authority to enter into and bind your Institution to this Agreement.

Security and User Data

Campusknot proactively takes responsible actions to ensure a secure Service environment. Campusknot and the trusted third-party vendors it relies upon to process User Data follow commercially reasonable security measures. We implement all reasonable security measures to maintain the safety, confidentiality, and integrity of User Data and prevent against unauthorized access. To provide these Services, Campusknot may transfer, store and process User Data in the United States or any other country in which Campusknot or its third-party vendors maintain facilities. By using the Services, your Institution consents to this transfer, processing and storage.

Institution Obligations

The Institution will use Campusknot Services only as permitted under this Agreement and may be amended by Campusknot from time to time upon notice to the Institution. The Institution will specify one or more Administrators to access and manage the Admin Account(s). The Institution is responsible for designating those individuals who are authorized to access the Admin Account(s) and ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Campusknot provides communication and engagement tools, which means we cannot and will not manage the Institution's use of the Services or the behavior of the designated Administrators. Institution agrees to follow obligations as outlined in the MOU.

End User and Parental Consent and Compliance with Applicable Laws

For institutions with End Users under the age of 18, the Institution is responsible to obtain all required consents of End Users and their parent(s) or guardian(s). The Institution understands and agrees that once an End User has agreed to the End User Agreements, any End User Data that personally identifies such End User is governed by the End User Agreements, and not this Agreement. Additionally, the Institution is solely responsible for, and represents and warrants it is in, compliance with **COPPA** and **FERPA**, including by obtaining parental consent for the collection and disclosure of personal information through the Services. The Institution also represents and warrants that it will comply to all applicable laws, and further, that its disclosure of any information to Campusknot, and/or Campusknot's use of such information subject to the restrictions of this Agreement, does not and will not violate applicable laws (including COPPA and FERPA). The Institution will not disclose any information to Campusknot that is protected health information ("**PHI**") subject to the Health Information Portability and Accountability Act ("**HIPAA**"). Campusknot complies with applicable laws regarding online advertising and will not serve behaviorally targeted Ads. Advertising by companies is not permitted on the Services.

Unauthorized Use of Services

The Institution will not allow unauthorized third parties to use the Services and must notify Campusknot promptly if the Institution becomes aware of any unauthorized use. The Institution will not (and will not allow a third party to): reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, or any software, documentation, or data related to the Services; modify, translate, or create derivative works based on the Services; use the Services for timesharing or service bureau purposes or for any purpose other than its own internal, non-commercial, educational use; attempt to create a substitute or similar service through use of, or access to, the Services; sell, resell, lease or functional equivalent thereof, the Services to a third party; or use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws, intellectual property, consumer and child protection, obscenity or defamation).

Suspension

Campusknot may, without liability to the School District or Institution or any End user, suspend the account of any End User who violates the End User Agreements and we may suspend an account in the event of an Emergency Security Issue.

Confidentiality

Neither party will disclose the other's Confidential Information, except to Affiliates, employees, independent contractors, and agents who need to know it and who have agreed in writing to keep it confidential. Each party may disclose the other party's Confidentiality solely to the extent required by law or court order but only after it, if legally permissible (a) uses commercially reasonable efforts to notify the other party, and (b) gives the other party the chance to challenge the disclosure.

Intellectual Property Rights and Licenses

This Agreement does not grant either party any rights, implied or otherwise, to any of the other's intellectual property. The Institution owns all Intellectual Property Rights in User Data and Campusknot owns all Intellectual Property Rights in the Services. The Institution hereby grants to Campusknot a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use the User Data as necessary to fulfill its obligations and exercise its rights hereunder.

Publicity

The School District permits Campusknot to include the School District's and Institution's name or Brand Features in a list of Campusknot customers, online or in promotional materials, and to verbally reference the Institution as a customer.

Warranty Disclaimer

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY CAMPUSKNOT, THE SERVICES AND ALL RELATED CONTENT, MATERIALS, INFORMATION, SOFTWARE, AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

CAMPUSKNOT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CAMPUSKNOT MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THEY WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS OR THAT THE QUALITY OF ANY USER CONNECTIONS, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED, EXCHANGED OR OBTAINED BY YOU THROUGH CAMPUSKNOT WILL MEET YOUR EXPECTATIONS.

ANY USER CONTACTS, CONTENT, MATERIALS OR INFORMATION ACCESSED OR OTHERWISE OBTAINED THROUGH THE USE OF CAMPUSKNOT SERVICES IS DONE SOLELY AT YOUR INSTITUTION'S DISCRETION AND RISK. WE MAKE NO WARRANTY OF AND DISCLAIM ANY AND ALL RESPONSIBILITY FOR THE COMPLETENESS, ACCURACY, AVAILABILITY, TIMELINESS, SECURITY OR RELIABILITY OF THE SERVICES OR ANY CONTENT, PROVIDED BY US, BY YOU OR BY ANY PARTY.

CAMPUSKNOT SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S), LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM THE USE OF THE SERVICES OR CONTENT. YOU ALSO AGREE THAT CAMPUSKNOT HAS NO RESPONSIBILITY OR LIABILITY FOR THE DELETION OF, OR THE FAILURE TO STORE AND TRANSMIT ANY CONTENT AND COMMUNICATIONS RETAINED / MAINTAINED BY CAMPUSKNOT.

CAMPUSKNOT RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE WEBSITE, SERVICES AND TO THE TERMS AND CONDITIONS GOVERNING THE USE OF THE SAME AT ANY TIME WITHOUT PRIOR NOTICE. YOU AGREE TO THE MODIFIED TERMS BY CONTINUING TO USE THE SERVICES AFTER THE MODIFICATIONS HAVE BEEN MADE.

Changes to the Services and Terms

Campusknot may make commercially reasonable changes to our Services (including improving the Services with new features, functionality or applications or changing third-party providers). The Institution will facilitate any commercially reasonable changes to the Services, if necessary. If Campusknot makes a material (determined by Campusknot) change, Campusknot will inform the Institution by posting any change to our website or messaging the Institution's designated contact directly. The Institution will be deemed to have accepted any changes unless the Institution objects by written notice to Campusknot within thirty (30) days after the notice of such changes. Administrators must agree to the Terms of Use and Privacy Policy ("**End User Agreements**") applicable to End Users prior to use of the End User Services. The Terms of Use and Privacy Policy may change from time to

time as set forth therein and are not governed by or subject to the terms of this Agreement. The End User Services are separate from the Services.

Payment

The School District and Institution are not expected or obligated to pay funds for Campusknot, Inc. Services. All Services are entirely funded by the Mississippi Department of Education prior to selection for the 2019-2020 Term length.

Purchase Orders

If the Institution requires a Purchase Order number on its invoice, it must inform Campusknot and issue a Purchase Order to Campusknot. Any terms and conditions on a Purchase Order do not apply to this Agreement and are null and void as to this Agreement. This Agreement in conjunction with our End User Agreements constitute our complete agreement.

Taxes

The Institution is responsible for any Taxes and will pay Campusknot in full for the Services without any reduction of Taxes. If Campusknot is obligated to collect or pay Taxes, the Taxes will be invoiced to the Institution, unless the Institution provides Campusknot with a valid tax-exempt certificate.

Term

This agreement will remain in effect for the Term as stated in the Memorandum of Understanding (MoU) or, if no MoU exists, until terminated in accordance to with this document. Unless the parties agree otherwise in writing, End User Accounts added during any Services Term will have a prorated term ending on the last of the Services Term. At the end of each Services Term, the Services will automatically renew for an additional Services Term of twelve months. If either party does not want the Services to renew, then it must notify the other party in writing at least sixty (60) days prior to the then-current Services Term. This notice of non-renewal will be effective upon the conclusion of the then-current Services Term. Campusknot can revise its rates for Services that the Institution has purchased for a Fee for the following Services Term by providing the Institution written notice (which maybe by email) at least seventy-five (75) days prior to the start of the subsequent Services Term.

Termination

Either party may suspend performance or terminate this Agreement if:

- (a) The other party is in material breach of the Agreement and fails to resolve that breach within thirty (30) days after receipt of written notice;
- (b) The other party ceases operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days;
- (c) The other party is in material breach of this Agreement more than two (2) times notwithstanding any cure of such breaches; or
- (d) A Force Majeure event that continues for a period of thirty (30) days.

The Institution may terminate this Agreement for any reason (or no reason) with thirty (30) days prior written notice to Campusknot.

All written notices of termination by Campusknot require a statement of cause.

If this Agreement terminates, then:

- (a) The rights granted by one party to the other will cease immediately;
- (b) Campusknot will provide the Institution access to, and the ability to export, the User Data for a commercially reasonable period at Campusknot's then-current rates, if applicable, for the Services;
- (c) Campusknot will offer End Users the choice whether to continue using the Services, and if so, Campusknot will provide each End User with control over their Campusknot account;
- (d) After, a commercially reasonable period and only upon explicit, written request of your Institution, Campusknot will delete User Data for those individual accounts that have not been claimed by End Users by overwriting the User Data overtime;
- (e) Each party will use commercially reasonable efforts to return, delete (by overwriting over time) or destroy all other Confidential Information of the other party.

Force Majeure

Neither party will be liable to the other for any loss, damage or inadequate performance occasioned by strike, civil disorder, internet disturbance, natural disaster, act of war or terrorism, riot, governmental decree, acts of God or any other Force Majeure (collectively, "Force Majeure Event") that was beyond the party's reasonable control. We agree that upon conclusion of a Force Majeure Event, each party will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

Limitation of Liability

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PARTY RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGE CLAIM ASSERTED BY OR AWARDED TO A THIRD PARTY FOR WHICH A PARTY WOULD OTHERWISE BE LIABLE UNDER ANY INDEMNIFICATION PROVISION SET FORTH HEREIN.

The limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

Notices

Any notices to be given under this Agreement by either party may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless either party notifies the other, in writing, of a change of address.

Assignment

This Agreement shall only be assignable or transferable by either party upon the written approval of the other.

Relationship of the Parties

It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between the parties; that each party is acting as independent contractors with respect to each other; and that none of the employees of either party will be deemed to be employees of the other for any purpose.

Governing Law

This Agreement shall be interpreted in accordance with the laws of the State of Mississippi. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretations of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

Amendments

Any amendment must be in writing, signed by both parties, and expressly state that it is amending the Agreement.

Survival

The following sections will survive expiration or termination of this Agreement; Confidentiality, Indemnity, Intellectual Property Rights and Licences (excluding the last statement thereof), Termination, and Limitation of Liability.

Insurance

Campusknot will maintain insurance coverage consistent with generally recognized commercial standards including general liability insurance.

Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

No Other Agreement

This Agreement and all documents referenced herein (Memorandum of Understanding), contains the entire agreement between Campusknot and the Institution. No part of this Agreement may be changed, modified, amended or supplemented except in a written document, signed by both parties which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement. Failure to enforce any provision of this Agreement will not constitute a waiver.

CONFIDENTIAL

Campusknot Representative

7-17-19

Date

Campusknot, Inc.
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Telephone: 601-695-0032
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School District Representatives

Tupelo Public School District
Tupelo Career-Technical Center (CTE)
4125 Golden Wave Dr, Tupelo, MS 38801
662-841-8990

(Print Name)

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