



BAGLEY PUBLIC SCHOOL DISTRICT

#20250918-133336996

Issued

September 18, 2025

Expires

November 17, 2025

Emergent 3

2055 North 1250 East
North Logan, UT 84341
United States

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Prepared for

BAGLEY PUBLIC SCHOOL DISTRICT

202 BAGLEY AVE NW
BAGLEY, MN 56621
United States

Products & Services	Billing	Price	Total
E3 Safety App and Services E3 Safety Desktop and Mobile Apps - Unlimited Users and Devices - Roll Call attendance taking Approved Sites to be Secured by E3 Lifetime Customer Support	Annually	\$6,000.00 / year	\$6,000.00 / year
Setup and Implementation Onboarding, Training(s) and Smart Mapping		\$3,000.00	\$3,000.00
Integration: SIS-Rostering One-time fee to establish/build the integration with the SIS platform: - Roll Call Feature in E3 - Ensure capabilities of the taking roll during emergencies - Exporting/syncing data following one roster standard format		\$0.00	\$0.00
Total			\$9,000.00

EMERGENT 3 SERVICE AGREEMENT

BAGLEY PUBLIC SCHOOL DISTRICT here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with Emergent 3 Inc ("E3") with its principal place of business 2055 N 1250 E, Logan, UT 84341.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

E3 grants Customer a non-exclusive, non-transferable, limited license to access and use E3's service(s) and application(s) ("Services") as specified in the Products & Services section of this Agreement, subject to the terms of this Agreement. Customer acknowledges that this Agreement governs all Services provided by E3 to Customer.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges that it is receiving only a limited right to use the Services and any related documentation. Customer shall not copy, reproduce, modify, create derivative works from, decompile, reverse engineer, or otherwise attempt to discover any source code of the Services. Customer agrees to comply with all applicable laws in connection with the use of the Services.

3. TRAINING AND IMPLEMENTATION:

E3 will assign a senior account manager to coordinate the implementation of the Services. Implementation timelines may vary based on the size of the Customer's organization but typically require 7-10 business days. E3 will provide remote training and ongoing support through scheduled calls, webinars, and periodic summary emails to the Customer's implementation team.

4. CUSTOMER DATA:

Customer data will be stored on Amazon Web Services (AWS) or a comparable secure cloud storage provider. E3 will use commercially reasonable efforts to back up, secure, and manage Customer data in compliance with applicable data protection laws.

5. CUSTOMER SUPPORT:

E3 will provide Customer support and training resources at no additional cost, available Monday through Friday, 8:00 A.M. to 5:00 P.M. MST. Support includes remote training, phone support, help documentation, and online resources. Support requests will typically be addressed within the same business day.

6. BILLING:

E3 will invoice Customer on an annual basis, with payment terms of Net 30 days from the invoice date. Invoices will be sent to the email address specified in the signature section. The subscription will automatically renew on each anniversary of the Effective Date unless terminated in accordance with this Agreement. E3 reserves the right to increase service fees by up to five percent (5%) annually, with at least 30 days' prior written notice to Customer.

7. TERMINATION:

This Agreement has an initial term of three (3) years ("Initial Term"). Either Party may terminate this Agreement after the Initial Term by providing the other Party with sixty (60) days' written notice. Upon termination, E3 will provide Customer with an electronic copy of all Customer data.

8. ACCEPTABLE USE:

Customer represents and warrants that it will use the Services in compliance with all applicable laws and will not misuse the Services. E3 may suspend or terminate access to the Services for violations of this provision.

9. LIMITATION OF LIABILITY:

Emergent 3 is not liable for any indirect, incidental, or consequential damages arising from use of its emergency notification services. Delivery and timeliness of alerts are not guaranteed.

10. MISCELLANEOUS:

Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, written or oral, regarding its subject matter.

Project Acceptance

Signature

Brenda Dukek

bdukek@bagley.k12.mn.us

[sig|req|signer1]