

BoardBook® Premier Subscription Agreement

This BoardBook® Premier Subscription Agreement (Agreement) is by and between the Texas Association of School Boards, Inc. (“TASB” or “Supplier”) and the below-named customer (“Subscriber”). The Agreement consists of (a) the **Order Form**, executed by Subscriber; and (b) the **General Terms and Conditions** (v.TASB.10/9/2019), attached and incorporated by reference as Exhibit A. (All undefined capitalized terms herein shall have such meaning as described in the General Terms and Conditions.)

ORDER FORM

BoardBook® Premier Product Level

Written product subscription is attached or available upon request. Tier 2

Initial Term^(a)		Initial Term Cost^(b)	
Actual Dates	<u>Mar. 1, 2020 - Aug. 31, 2020</u>	USD	<u>\$ 2,000.00</u>
Renewal Term^(a)		Renewal Term Cost^(b)	
Month/Day –Month/Day	<u>Sept. 1, 2020 - Aug. 31, 2021</u>	USD	<u>\$ 4,000.00</u>

^(a) A subscription term, whether initial or renewal, cannot exceed a year. An initial term may include Subscriber’s migration from BoardBook® Classic to BoardBook® Premier. Unless otherwise agreed in writing, any cost quote for a renewal term applies to the first renewal only. Subsequent renewal terms are subject to price adjustment, as permitted by the Agreement.

^(b) Unless otherwise extended in writing by TASB, price quotes will expire after 90 days if not accepted.

Subscriber Coordinator Information

Subscriber Billing Information

Name: _____

Name: _____

Title: _____

Title: _____

Phone: _____

Address: _____

Email: _____

Phone: _____

Email: _____

The undersigned parties accept and agree to be legally bound by the entire BoardBook® Premier Subscription Agreement and the persons executing this Agreement agree that they are fully authorized to enter into this Agreement. If Subscriber is eligible for Active, Associate, or Affiliate Membership within TASB, membership is a condition precedent to entering into this Agreement.

Except as otherwise provided by the General Terms and Conditions, this Agreement can only be modified by a separate written instrument executed by the parties; any unilateral change or insertion by

Subscriber will be deemed void and unenforceable. Subscriber’s payment and use of the product will be treated as acceptance of this Agreement if the Agreement has not been fully signed by the parties.

ACCEPTANCE BY CUSTOMER:

Subscriber Entity: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Purchase Order Number *(optional)*: _____

TASB Member? (Active/Associate/Affiliate) Yes or No

Governmental entity? Yes or No Sales Tax Exempt? Yes or No

If yes, provide a copy of your Sales Tax Exemption Certificate.

(Note: Nebraska, Oklahoma, South Dakota, and Tennessee customers will be referred to the appropriate supplier.)

ACCEPTANCE BY SUPPLIER:

Texas Association of School Boards, Inc.

Dianne Gorvin
Director, BoardBook Division

Date

Signed Order Form may be returned by:

Email: boardbook@boardbook.org
Fax: 512.467.3658
U.S. Mail: Texas Association of School Boards
 Attn: BoardBook
 P.O. Box 400
 Austin, TX 78767-0400

Exhibit A — BoardBook® Premier General Terms and Conditions

WHEREAS, the Texas Association of School Boards, Inc. (“**TASB**” or “**Supplier**”) is the lead supplier of BoardBook® Premier (“**BoardBook**”) and makes BoardBook available under these General Terms and Conditions (the “**GTC**”); and

WHEREAS, customer (“**Subscriber**”) accepts the GTC as evidenced through its execution of the BoardBook® Premier Subscription Agreement (“**Agreement**”);

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, TASB and Subscriber (also referred to as “party” or “parties”) agree as follows:

1. **Product.** BoardBook is a paperless meeting application used to create electronic meeting agendas and assemble board meeting materials. As a Software-as-a-Service (SaaS) product, BoardBook is internet-based and web-hosted. BoardBook is offered at different product levels, and the range of features and options vary based on the product selected by Subscriber. BoardBook is delivered through Supplier, in conjunction with one or more third-party affiliates.

2. **Access and Use.** Subject to the terms and conditions of this Agreement, Subscriber is granted a limited, non-exclusive, non-transferable right to access and use BoardBook for its internal business use only, to the degree and extent permitted by the product-level subscription ordered.

3. Intellectual Property.

(a) Except for the limited access and use rights granted herein, Subscriber acknowledges and agrees that it has no right, title, or interest in and to the BoardBook trademark, service mark, tradename or software application, including its programming codes, documentation, interfaces, sequences, or derivatives thereof (collectively the “**BoardBook IP**”). Subscriber acknowledges that the BoardBook IP includes trade secrets and proprietary information owned or under the legal rights of Supplier and other third parties and that such BoardBook IP is subject to the protection of federal and state copyright laws, as well as other laws protecting intellectual property and trade secret information. Subscriber will not directly or indirectly allow any of its users or third-parties to copy, modify, reverse compile, disassemble, reverse engineer, assign, rent, sublicense, or distribute all or any portion of the BoardBook IP. To the extent any design improvement or modification is made to the BoardBook IP at the suggestion or request of Subscriber, Subscriber hereby disclaims any right, title, or interest to such change, beyond the access and use rights otherwise granted herein, and assigns same to Supplier (or the third party designated by Supplier) without any right or claim to payment or consideration therefor.

(b) In the event of any claim or proceeding against Subscriber alleging that the BoardBook IP, as provided through this Agreement, infringes on the rights of any third party, Supplier will indemnify Subscriber, provided that Subscriber promptly notifies Supplier in writing and grants Supplier full authority to defend and settle such matter. Supplier shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, Supplier shall not be liable or responsible for any content uploaded or entered into BoardBook by Subscriber or any of its users.

4. **Technical Support.** Supplier will provide Subscriber with online or telephone-based technical support during its normal and customary business hours (U.S. Central Time), which times may be posted on the BoardBook website. Upon the initial activation of a BoardBook account, Supplier will provide at least one remote training session up to two (2) hours in length. Supplier will not be responsible for supporting non-BoardBook software applications installed on Subscriber’s computers or network. In the event that Subscriber requires legal advice on any issue, including but not limited to the content of

meeting agendas, Subscriber must consult its duly appointed legal advisor. No attorney-client relationship is established under this Agreement.

5. Subscriber Data.

(a) Content uploaded or entered into the BoardBook application by or through Subscriber shall be deemed the property of Subscriber ("**Subscriber Data**"). Subscriber Data includes, but is not limited to, (i) account credential information (e.g., email addresses, etc.); and (ii) meeting agendas, minutes, supporting documents, and resource files. Except as provided in Subsection (b) below, Supplier disclaims any proprietary right to Subscriber Data and will only access Subscriber Data to carry out its duties under this Agreement. Subscriber understands that BoardBook is NOT intended to serve as a repository for highly sensitive information, including personally identifiable information (e.g., Social Security numbers, medical or diagnostic information, credit card or bank information, student records, etc.). Thus, Subscriber will exercise due care and discretion in the content it uploads in BoardBook.

(b) As to Subscriber Data posted on BoardBook platforms that are open to the general public, Supplier may access and use such content, subject to any copyright or other legal restrictions, for any and all legitimate business purposes, including but not limited to, the production and development of BoardBook. It is understood that any access and use of public-facing Subscriber Data shall be at Supplier's sole risk and that Subscriber shall not be held responsible for Supplier's use thereof.

(c) BoardBook is not intended to serve as Subscriber's permanent data storage facility. Subscriber is responsible for archiving Subscriber Data that must be retained onto a platform or location outside of BoardBook. Although Supplier aims to maintain Subscriber Data for a rolling period of at least five (5) years, no guaranty is made that Subscriber Data always will be available for such length of time. Upon termination of this Agreement, Subscriber shall have access to Subscriber Data for a period of 30 days, after which point Subscriber Data shall be subject to deletion. Upon request, Supplier will cooperate with Subscriber in transferring or converting Subscriber Data into a useful format, within the capabilities and limitations of the BoardBook technology; however, no promise is made that Subscriber Data will be transferred in any particular format.

6. Confidentiality.

(a) Except as otherwise authorized under this Agreement, Supplier agrees to treat all Subscriber Data as confidential information. To the fullest extent authorized by law, Subscriber agrees to treat the BoardBook IP and this Agreement as confidential information. Notwithstanding the foregoing, either party may disclose confidential information where required by law or regulation, but only to the extent and for the purpose of such required disclosure, after providing the disclosing party with advance written notice (when legally possible), such that the disclosing party is afforded the opportunity to contest the disclosure or seek an appropriate protective order.

(b) The parties recognize and agree that money damages are an inadequate remedy for any breach of confidentiality and further recognize that any such breach would result in irreparable harm to the non-breaching party. Therefore, in the event of breach, it is agreed that the non-breaching party may seek injunctive relief to enjoin such activity, without need of posting bond or other financial security, in addition to seeking other available remedies.

7. Account Use/Operation.

(a) Access to BoardBook is limited to authorized users only based on the subscription level ordered. Subscriber is responsible for maintaining the confidentiality of its account access credentials and passwords and will immediately notify Supplier of any known unauthorized access or use. Upon request

of Supplier, Subscriber will designate a primary account contact and will notify Supplier of any change thereto.

(b) The obligation of Subscriber to conduct its board meetings in accordance with applicable law and policy, including any open meetings law, resides entirely with Subscriber. Subscriber agrees that it will not use BoardBook to communicate or place any message or content that (i) is harassing, defamatory, or obscene; (ii) infringes on the intellectual property rights of others; or (iii) otherwise gives rise to civil or criminal liability. Supplier shall have the right to immediately suspend account access, without right of partial refund, if it determines this provision of the Agreement has been breached.

8. Representations/Warranties.

(a) Supplier represents that BoardBook will be performed in good faith, consistent with commercially reasonable industry standards applicable to the service.

(b) NOTWITHSTANDING THE FOREGOING, AND TO THE FULLEST EXTENT ALLOWED BY LAW, BOARDBOOK IS PROVIDED "AS IS" AND "AS AVAILABLE." NO WARRANTY IS MADE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF BOARDBOOK OR THAT BOARDBOOK WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Limitations on Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, LIABILITY IS LIMITED AS FOLLOWS:

(a) EXCEPT FOR LIABILITY ARISING UNDER SECTION 3 (INTELLECTUAL PROPERTY), THE MAXIMUM AMOUNT OF MONEY DAMAGES RECOVERABLE THROUGH THIS AGREEMENT BY ANY PARTY, UNDER ANY CLAIM OR PROCEEDING BASED IN CONTRACT, TORT, OR OTHER THEORY, IS LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES ACTUALLY PAID OR DUE BY SUBSCRIBER DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

(b) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE BOARDBOOK.

(c) Any delay or failure to perform as required by this Agreement (other than for payment of amounts due) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10. Term/Termination. The initial BoardBook subscription term under this Agreement shall be as stated on the Order Form and this term shall not exceed a period of one (1) year. After the initial term, the subscription shall automatically renew for successive annual periods unless the Agreement is terminated as provided herein. Either Subscriber or TASB may stop the automatic renewal of this Agreement by giving the other party 30 days prior written notice of termination before renewal. Upon automatic renewal, if Subscriber fails to make required payment for the BoardBook subscription within 30 days of renewal, Subscriber will be deemed to have terminated this Agreement and BoardBook access can be deactivated without notice. If Subscriber opts to terminate this Agreement during the middle of a subscription term, no prorated refund shall be due. If Subscriber is eligible for TASB membership and fails to timely renew its TASB membership, TASB may treat such failure as a material breach of obligation and immediately terminate this Agreement without any right of refund. Either party may terminate this Agreement due to the other party's material breach of obligation under this Agreement and seek any and all remedies allowed by law, consistent with this Agreement. Upon the

termination of this Agreement, for any reason, Subscriber shall immediately cease any further use of BoardBook and, to the extent permitted by law, return or destroy any BoardBook IP in its possession.

11. **Governing Law.** This Agreement is governed by the laws of Texas, without regard to conflict of laws provisions thereof.

12. **Third-Parties/Relationships.** Subscriber agrees that Supplier's third-party developer(s) or sub-suppliers of the BoardBook IP are third-party beneficiaries to this Agreement, as it applies to the BoardBook IP, and shall have all such rights and duties to the degree specifically stated herein, but that no other third-party beneficiaries are created hereby. The parties further agree that no principal-agent, partnership, joint venture, or employment relationship is created by or through this Agreement. BoardBook is provided as an independent contractor arrangement only.

13. **Headings.** Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

14. **Entire Agreement.** In the event of any conflict or inconsistency between the provisions of the GTC and any other provision of this Agreement, the GTC shall take precedence in reconciling the conflict or inconsistency unless Supplier agrees in writing otherwise. This Agreement, the components of which are defined on the Order Form, constitutes the complete and exclusive expression of the contract among the parties; and all previous representations, discussions, and understandings, whether written or oral, are superseded by said Agreement. If Subscriber is converting from BoardBook® Classic to BoardBook® Premier, this Agreement supersedes the prior subscription agreement once this Agreement takes effect. If any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of the Agreement shall continue to be in force and effect.

15. **Amendments.** Supplier may amend or replace the terms of the Agreement, including the GTC, by providing Subscriber with at least 30 days prior written notice of the change before renewal of the subscription, and the notice must include the actual change to the Agreement. Subscriber's continued use of BoardBook after the effective date of the change shall constitute acceptance by course of conduct, without necessity of obtaining the Subscriber's signature. Subscriber may opt out of any amendment or change through timely termination of the Agreement, as provided herein.

16. **Notices.** Any notice required by this Agreement shall be in writing and deemed duly tendered when delivered to the respective party. Unless otherwise directed in writing, formal notice to Subscriber shall be sent to the person at the address identified on the Order Form. Formal notice for Supplier shall be sent to the Texas Association of School Boards, Attn: BoardBook Director, at the following address: P.O. Box 400, Austin, TX 78767-0400 (mailing address); or 12007 Research Blvd., Austin, TX 78759-2349 (physical address).

—END—

Certificate Of Completion

Envelope Id: F6A629416B6546B99D1287891446F26B	Status: Sent
Subject: Please Sign: TASB BoardBook Premier Subscription Agreement	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hal Frazier
Time Zone: (UTC-06:00) Central Time (US & Canada)	12007 Research Blvd.
	Austin, TX 78759
	Hal.Frazier@boardbook.org
	IP Address: 209.36.96.226

Record Tracking

Status: Original	Holder: Hal Frazier	Location: DocuSign
1/13/2020 11:23:20 AM	Hal.Frazier@boardbook.org	

Signer Events

Signature	Timestamp
<p>Hal Frazier hal.frazier@boardbook.org BoardBook Marketing Consultant TASB Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 209.36.96.226</p> <p>Sent: 1/13/2020 11:24:21 AM Viewed: 1/13/2020 11:24:34 AM Signed: 1/13/2020 11:28:00 AM</p>

<p>Lynn Bunting commissionersoffice@alpenacounty.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/13/2020 11:57:33 AM ID: 0f398d43-88f6-4cc9-bc88-f8bc081db339</p>	<p>Sent: 1/13/2020 11:28:02 AM Viewed: 1/13/2020 11:57:33 AM</p>
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D M Gorvin
dianne.gorvin@boardbook.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/13/2020 11:28:02 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Association of School Boards, Inc., or any of its affiliates (we, us or Company) may be required by law to provide to you certain written notices or disclosures.

Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

How to contact the Company.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise the Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@tasb.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from the Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to esignature@tasb.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with the Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to esignature@tasb.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we may provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access.