

Powering Your School's Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2020 we've partnered with schools and districts in 49 states (and counting!) to build their website, custom mobile app, and the alert and notification system.

What Makes Us Different

1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your district's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

2 The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our districts. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate**.



I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.



All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!





Scope & Deliverables

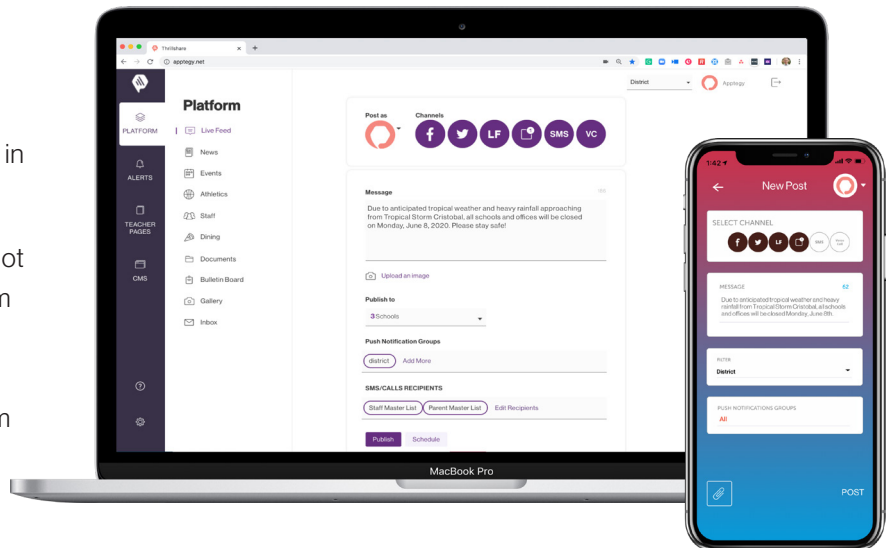
At Apptegy, we've developed the first publishing platform for school districts, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

Publishing Platform

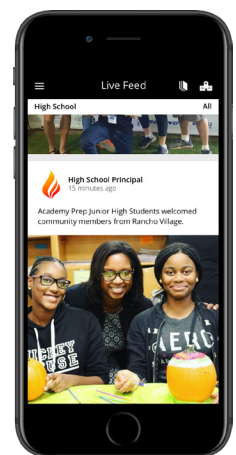
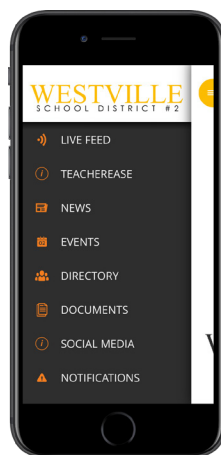
From the beginning, Thrillshare was designed to contain all your district communication channels in one place.

Built specifically for school districts, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and your alerts and notification system. Keeping information up-to-date is **as easy as it gets**, from the lunch menu to your calendar and news.



Mobile Apps

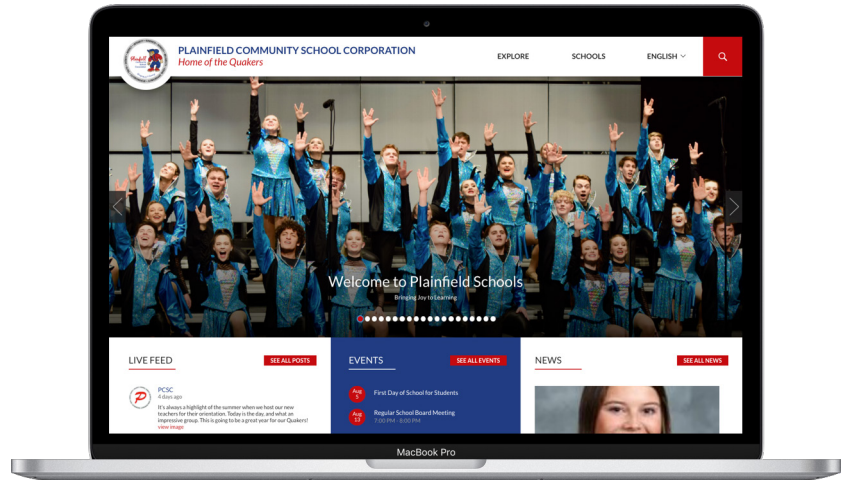
We build beautiful mobile apps for **Android and iPhone** that focus on what really matters: the user experience. A user experience that delights parents and community members means they will continue to come back to the app for meaningful information.





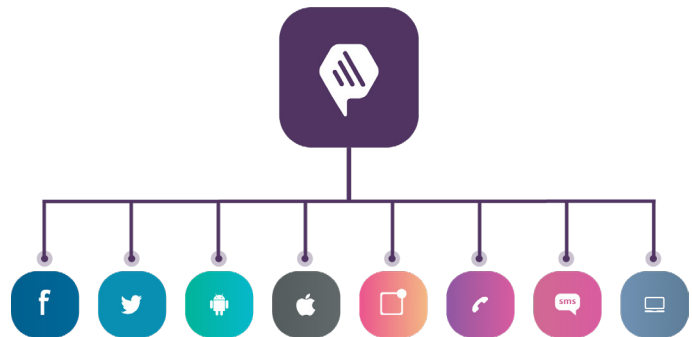
Websites

We will work with you to understand how you want your district brand to come across by creating a new website. Within your common branding, each school webpage can be customized, using the school's specific colors, mascots, logos, etc. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



Alerts

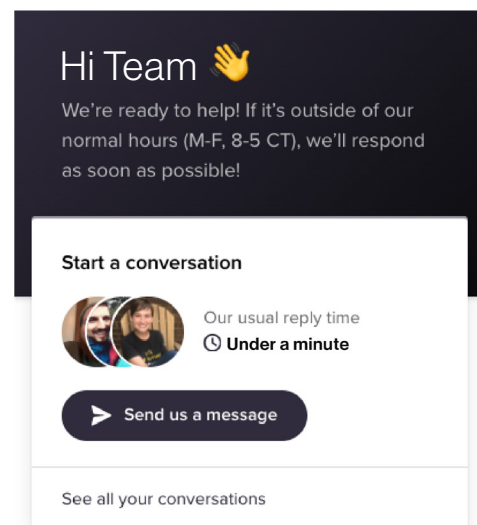
In order to save you time, we can automatically **sync with your Student Information System** so you can send out text, phone and email notifications. Easily send and schedule recurring alerts like attendance calls. Plus, with state-of-the-art technology, your text, email and voice calls can be automatically translated.



Transition & Support

We handle all of the heavy lifting including design, development, static content migration, training and ongoing support. Your own dedicated contacts at Apptegy during implementation and after launch make it an easy transition for the district.

With **unlimited training and prompt support**, every Thrillshare user will always have someone to assist with any questions that arise.



Software & Services Agreement

I. Estimated Transition Timeline

Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.



II. Schedule of Pricing

Name	Price	QTY	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps *Billed one-time	\$9,500.00	1	\$9,500.00
Early Kick-off Incentive (one-time) Discount on development for signing by 3.31.2021	-\$2,500.00	1	-\$2,500.00
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~750 students *Billed and payable in full annually	\$8,050.00	1	\$8,050.00
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0.00	1	\$0.00
Alerts Unlimited text, voice, and email alert Included in Thrillshare cost	\$0.00	1	\$0.00
Support, service, and training Included in Thrillshare cost	\$0.00	1	\$0.00
Static content migration Included in development cost	\$0.00	1	\$0.00

Subtotal **\$15,050.00**

Total \$15,050.00

III. Payment Schedule

Bill Date	Amount
July 2021	\$15,050

July 2022

\$8,050 annual (if renewed)

*Agreed to and accepted by: _____

BY THE SIGNATURE ABOVE, the institution (“Client”) agrees that this Software and Services Agreement of Apptegy, Inc. (consisting of the foregoing Estimated Transition Timeline and Schedule of Pricing, the “Agreement”) includes and is subject to the additional Terms and Conditions of Service (the “Terms”) attached to and incorporated in this Agreement.

Client acknowledges receipt of this Agreement and the Terms, and hereby accepts and agrees to be bound by this Agreement and the Terms. By signing above, the person warrants that she or he has the authority to act on behalf of and bind Client to this Agreement and the Terms.



IV. Terms & Conditions

The following Terms and Conditions of Service (the “Terms”) are a binding part of the Software and Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, “Apptegy”), to which they are attached. References to the “Agreement” below collectively include the Software and Services Agreement and these Terms. Capitalized terms used but not otherwise defined in these Terms will have the meanings given to them in the Software and Services Agreement.

1. Services; License

Apptegy will provide the products and services at the prices and for the Term (collectively, the “Services”) as set out in this Agreement. During the Term, Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client’s information, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, “Client Content”) for providing and improving the Services. Upon termination or expiration of this Agreement, Client’s right and license to use the Services, and Apptegy’s right and license to Client Content, will automatically terminate.

2. Fees

Client will pay to Apptegy all fees set out in the Schedule of Pricing of this Agreement. Client acknowledges that (i) Thrillshare fees are payable in annual portions for each year of the Term as set out in the Schedule of Pricing, and (ii) all service and implementation fees are due in full upon execution of this Agreement. Upon execution of this Agreement, Apptegy will submit invoices to Client as indicated in the Payment Schedule above. Client agrees to pay all invoices in full within 30 days of the date of the invoice.

Client acknowledges that the fees for the Services do not include sales and use taxes, as applicable, and Client is solely responsible for any such taxes.

3. Term; Termination

The term of this Agreement (the “Term”) will start on the date Apptegy receives an executed Agreement from Client and will terminate on the anniversary date of the Thrillshare start date that is after the number of term years purchased by client, as set out in the Schedule of Pricing. The implementation period will run through June 30, 2021, and the official Thrillshare start date will be July 1, 2021.

The parties agree this agreement will auto-renew for additional periods of the same duration as the initial service term, unless either party requests termination in writing at least thirty days prior to the end of the initial service term July 2022 or the then-current renewal term, as applicable. Client agrees that it may not terminate this Agreement before the expiration of

the Term without cause, unless Client pays Apptegy all fees in full for the Term, as set out in the Schedule of Pricing, plus payment of any previously discounted amounts for the Services during the Term.

4. Client Restrictions and Responsibilities

Client's Thrillshare account is solely for Client's use. Client is exclusively responsible for all activities under its Thrillshare account and for maintaining the confidentiality of its username and password. Client agrees to notify Apptegy immediately of any unauthorized use or any other breach of security involving its account. Apptegy will not be liable for any loss incurred as a result of unauthorized use of Client's account. Client will not, directly or indirectly, use the Services in a manner that violates any laws; infringes on anyone's rights; is offensive; interferes with the Services; or reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code, object code, or underlying structure, know-how, or algorithms of the Services. Client will only post Client Content for which it owns all rights or has express permission to post from the rights holder.

5. Third Party Functions

The Services include features that operate in conjunction with third party tools and resources (ex: Facebook, and Twitter). In addition to this Agreement, access and use of third party tools and resources through the Services is also subject to the terms of service and other agreements of those third parties. Client is solely responsible for ensuring that your use of those tools and resources complies with the applicable terms of service or other agreements.

6. Warranties; Disclaimers; Limited Liability

Apptegy will provide the Services according to prevailing industry standards and will use reasonable efforts to minimize errors and interruptions in the Services; however, Apptegy does not warrant that the Services will be error-free or uninterrupted. Services may temporarily be unavailable for scheduled and unscheduled maintenance, either by Apptegy or third parties, or because of other causes beyond Apptegy's reasonable control. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, APPTEGY EXPRESSLY DISCLAIMS ALL WARRANTIES CONCERNING THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL IMPLIED WARRANTIES. THE SERVICES ARE PROVIDED "AS IS." EXCEPT WHERE PROHIBITED, APPTEGY WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM THE SERVICES. IN NO EVENT WILL APPTEGY'S TOTAL LIABILITY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT FOR THE SERVICES IN THE TERM YEAR DURING WHICH THE ACTIONS AT ISSUE OCCURRED.

7. Confidentiality

Each party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") proprietary or non-public business, technical, financial, or personal information (collectively, "Confidential Information"). The Receiving Party will protect and keep confidential all Confidential Information, and will not use Confidential Information for any reason except for performing this Agreement. Without limiting the generality of the foregoing, Client acknowledges

that non-public information about the features, functionality, and performance of the Services is Confidential Information.

8. Miscellaneous

This Agreement is governed by the laws of Delaware, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts of Pulaski County, Arkansas for any dispute that relates to the Services or this Agreement. The Software and Services Agreement, together with these Terms, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. This Agreement may not be amended or modified without the prior written consent of both parties. If any provision(s) of this Agreement are held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

