



# Order Form

Client Name: Frisco ISD, TX			
Address: 5515 Ohio Dr, Frisco		Email: mccunea@friscoisd.org	
75035		Phone: +14696336060	
Description	Price	Qty	Subtotal
<b>Apptegy Suite - Development (one-time)</b> One-time website, app, and rooms development for the District + organizations; *Billed one-time	\$86,500	1	\$86,500
<b>Custom Website Development (one-time)</b> Fully custom website design and development *Billed one-time	\$40,000	1	\$40,000
<b>Q3 Development Discount (One-time)</b> Discounting development is agreement signed by 9/30/25	-\$31,625	1	-\$31,625
<b>August Development Discount (One-time)</b> Discounting development is agreement signed by 9/30/25	-\$9,487	1	-\$9,487
<b>Thrillshare Media + Rooms + Engage (annual)</b> Thrillshare Publishing Platform for ~ students Discounted from \$396,000 for agreement signed by 9/30/2025 *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term (see MSA for more info)	\$389,000	3	\$1,167,000
<b>Custom Website design and hosting</b> Up to 1 re-design per contract year + fully custom design & development upkeep Included in Thrillshare cost	\$20,000	1	\$20,000
<b>Annual Discount</b> Discounting custom website maintenance is agreement signed by 9/30/25	-\$20,000	1	-\$20,000
<b>August Annual Discount</b> Discounting annual if agreement signed by 9/30/25	-\$19,450	3	-\$58,350
<b>Alerts</b> Text, voice, and email alerts Included in Apptegy Suite cost *Subject to restrictions, including character limits per SMS message (see MSA for more info)	\$0	3	\$0
<b>Support, service, and training</b> Included in Apptegy Suite cost	\$0	3	\$0
<b>Static content migration</b> Included in Apptegy Suite cost	\$0	3	\$0



# Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the " <b>Services</b> "	\$1,194,038.00
September 30, 2025	\$85,388 (one-time development cost)
July 1, 2026 (" <b>Client Start Date</b> ")	\$369,550
July 1, 2027	\$369,550
July 1, 2028	\$369,550
July 1, 2029	*\$369,550 (annual, if renewed) *Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "**Agreement**") between Apptegy, Inc. ("**Apptegy**"), and the client listed above ("**Client**") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("**MSA**"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

This agreement is in line with TIPS contract230105.

## Client

By:

Name: Amanda McCune

Title: Chief Communications Officer

Date:

## Apptegy, Inc.

By:

Name: Tim Strudwick

Title: CFO



## Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

**1. Integration with Other Documents.** This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly set out in the Client Addendum, and this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or additions to the terms and conditions of this Agreement must be set out in a separate written addendum to this Agreement confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

**2. Services; License.** During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**"). Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, 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. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

**3. Fees.** Client will pay to Apptegy all fees set out in the Order Form. Apptegy will submit invoice(s) to Client for all fees due upon execution of the Agreement and/or on the Client Start Date(s) (as defined below) as set out in the Order Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to Five Percent (5%) annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations.

**4. License Term.** The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed agreement from Client. The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

**5. Performance Terms.** In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to the providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

**6. Carrier Restrictions.** Apptegy provides text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers, network operators and aggregators (collectively, "**Carriers**"), and industry protocols and standards. For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When new or modified restrictions apply, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in the Services that arise from or in connection with such restrictions.

**7. TCPA/CTIA Compliance.** Client is exclusively responsible for complying with applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA;

Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

**8. COPPA Notice and Compliance.** Apptegy prohibits use of the Services by children under the age of thirteen (13), unless and only to the extent the child is a User invited or added to the Services by Client. When children are invited or added to the Services as Users under Client's account, Apptegy provides the Services with respect to the children solely in the educational context authorized by Client under this Agreement and solely for the benefit of Client and its Users. Client consents, as agent for and on behalf of such children (and their parents and guardians), to Apptegy's collection, use, disclosure, and storage of personal information about or from the children in accordance with this Agreement. Client acknowledges that Apptegy is relying on Client's consent in the previous sentence for the purposes of complying with the Children's Online Privacy Protection Act, as it may be amended ("**COPPA**"), and that Apptegy is authorized to presume that Client has obtained and will maintain all required parent and guardian consent for Apptegy's collection, use, disclosure, and storage of information for any children under the age of thirteen (13) that are invited or added to the Services under Client's account.

Please note that Client is responsible for complying with COPPA with respect to Users under Client's account if Client invites or adds children under the age of thirteen (13) to the Services. Client is encouraged to establish and implement methods and procedures to ensure compliance with COPPA, and to inform and train each of its employees, contractors, representatives, and Users who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about complying with COPPA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with COPPA.

The Terms of Use and Privacy Policy, accessible as set out above, confirm that Apptegy may collect information about children as a necessary part of providing the Services to Client (for example, as applicable: contact information for communications sent via the Services;

posts made on messaging tools in the Services; information included in assignments and other class content submitted via the Services) and provide notice regarding Apptegy's collection, use, disclosure, and storage of personal information from children. Please note that some or all of this information may not be private as to the individual child, parent, or guardian. For example, for Users of Rooms, information shared by a User via the messaging features of Rooms will be visible to Client, as the party providing access to the Services to its Users. In some circumstances, information provided by or about a child may be available or visible to other individual Users. For example, for Users of Rooms, information about a child that is posted in the group messaging tool in a Child's Room may be visible to other individual Users that are also authorized users for the same Room. Apptegy will collect, use, and disclose such information in accordance with COPPA and the Privacy Policy.

**9. Accessibility Compliance.** Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

**10. Third Party Functions.** Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on Facebook or Twitter account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

**11. Disclaimers; Limited Liability.** Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

**12. Intellectual Property.** Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

**13. Compliance with Laws.** The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

**14. Miscellaneous.** The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties.



Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is 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, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.





Apptegy, Inc.  
2201 Brookwood Dr., STE 115  
Little Rock, Arkansas 72202

**Addendum to Master Services Agreement  
of Apptegy, Inc.**

Thank you for choosing Apptegy. This Addendum supplements the separate Master Services Agreement (the "Agreement") by and between Apptegy, Inc. ("Apptegy") and the party set out below ("Client").

Apptegy and Client hereby acknowledge and agree:

1. **Automatic Renewal.** Notwithstanding any term to the contrary contained elsewhere in the Agreement, the Agreement will not automatically renew unless upon mutual written consent of the parties or upon payment of any renewal invoice issued by Apptegy.
2. **Term Length.** For avoidance of doubt, Apptegy and Client agree that the initial License Term of the Agreement will be from the date of execution of the Agreement through June 30, 2029.
3. **Section 4 ("License Term").** The sixth sentence in this paragraph (beginning "Subject only to...") is hereby amended and replaced in its entirety as follows:

Subject only to applicable procurement and appropriations law, and applicable Texas law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term.

4. **Indemnification.** To the extent permitted by Texas law, Apptegy acknowledges and agrees that Client shall not have any obligations to indemnify, defend, or hold Apptegy harmless for any claims arising out of or in connection with the Agreement.
5. **FERPA.** In accordance with *Family Educational Rights and Privacy Act* (FERPA), Apptegy shall be deemed "school officials" with "legitimate educational interests" (as such term and phrase is defined in the Texas Education Code and FERPA) regarding access to any educational records hereunder. Under these guidelines, it is understood and agreed that in order to perform all services as stipulated in this Agreement, it will be necessary for Apptegy to review, and be provided access to, the educational records (and personal information) of certain students of Frisco ISD. Apptegy and its affiliates agree to maintain the confidentiality of any and all educational records of Frisco ISD's students/families that are disclosed to, or reviewed by, Apptegy in accordance with federal and state laws, and Frisco ISD's instructions. Apptegy further agrees to maintain the confidentiality of any and all educational records of Frisco ISD's students that are disclosed, or reviewed, in accordance with FERPA and federal/state laws.
6. **Section 12 ("Intellectual Property").** This paragraph is hereby amended and replaced in its entirety as follows:

Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

Similarly, Client retains all right, title, and interest in all of its intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in any of its pre-existing or independently developed intellectual property, such as any content, materials, and/or data it provides to Apptegy under this Agreement and Apptegy shall have no ownership rights therein. Apptegy agrees the foregoing is necessary for Client to enter into this Agreement.

For avoidance of doubt, this Section shall be interpreted as providing reciprocal protections to the parties, ensuring that each party's intellectual property is safeguarded.

7. **Assignment.** Apptegy agrees it will not assign any of its rights, titles, or interests under this Agreement and shall not transfer any interest in the same without the prior written approval of Client. Notwithstanding the foregoing, Apptegy may, without the prior written approval of Client, assign, transfer, or convey its respective rights or obligations under this Agreement to a successor third party if and only if the assignment is in connection with a merger, acquisition, or sale of all or substantially all of Apptegy's assets or



Apptegy, Inc.  
2201 Brookwood Dr., STE 115  
Little Rock, Arkansas 72202

voting securities; provided that (i) Apptegy shall provide Client with written notice of such assignment as soon as reasonably practicable, (ii) Apptegy and/or the applicable successor uses commercially reasonable efforts to support the transition to the new third-party successor; and (iii) that the applicable successor assumes Apptegy's fully and complete obligations under this Agreement.

BY SIGNING BELOW, CLIENT AGREES THAT THE TERMS AND CONDITIONS OF THE AGREEMENT WILL BE IN FULL FORCE AND EFFECT, UNLESS AND ONLY AS EXPRESSLY SET OUT IN THIS ADDENDUM. Notwithstanding the foregoing, the terms and conditions of this Addendum will control and govern with respect to all matters expressly addressed in this Addendum.

BY SIGNING BELOW, the following Client acknowledges receipt of this Addendum and hereby accepts and agrees to be bound its terms. By signing below, the individual signing this Addendum warrants that she or he has the authority to act on behalf of and bind Client.

**Client name:** Frisco ISD, TX

**Signature:** \_\_\_\_\_

**Name of signer:** Amanda McCune \_\_\_\_\_

**Title:** Chief Communications Officer \_\_\_\_\_

**Apptegy**

**Signature:** \_\_\_\_\_

**Name of signer:** Tim Strudwick \_\_\_\_\_

**Title:** CFO \_\_\_\_\_