ClassLink LaunchPad
Key Documents

Contents

ClassLink LaunchPad Software License Agreement v2015.03

1. LaunchPad Annual Software License Agreement Overview

1.1 This Software License Agreement is entered into by and between ClassLink, Inc. (ClassLink) and Customer and describes the terms and conditions pursuant to which ClassLink shall grant to Customer a non-transferable and non-exclusive license to use certain ClassLink Software.

2. Definitions

2.1 "Agreement" means this Annual Software License Agreement including any and all attached Schedules.

2.2 "Annual License and Support Fees" include fees payable by Customer to ClassLink for licensing and maintenance support of ClassLink Software.

2.3 "Application" means the specific Applications set forth in the Purchase Order from Customer for ClassLink Software running on one or more related computers that share the same ClassLink Software Database.

2.4 "ClassLink Software" means (i) ClassLink software products provided to the Customer, (ii) Updates, (iii) custom reports or any custom software modifications for Customer, and (iii) Documentation. ClassLink Software does not include Source Code.

2.5 "ClassLink Software Database" means the customer database associated with the ClassLink Software which contains the Customer Data.

2.6 "Confidential Information" means this Agreement, any addenda hereto, all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the ClassLink Software, and any other proprietary information supplied to Customer by ClassLink or by Customer to ClassLink which is clearly marked as "confidential" if in tangible form, or identified as "confidential" if orally disclosed.

2.7 "Customer Data" shall mean and include all administrative, student, teacher, and other related information belonging to Customer.

2.8 "Documentation" means all written user information, whether in electronic, printed or other format, delivered or made available to Customer by ClassLink with respect to ClassLink Software, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to ClassLink Software.

2.9 "Effective Date" means the earlier of (a) the date this Agreement is signed by Customer and ClassLink or (b) the date of the Purchase Order.

2.10 "Purchase Order" means a purchase order submitted by Customer to ClassLink in which Customer specifies the ClassLink Software being licensed.

2.11 "Source Code" means the instructions and statements, used for compilation into machine readable form that makes up an item of ClassLink Software.

2.12 "Subscription Term" means the right to use and access the ClassLink Software for the lesser of one year or the period of time specified herein or the Customer's Purchase Order. At the end of Subscription Term, Customer's license and associated rights specified in this Agreement will expire, unless renewed on then-current terms. This Agreement and license to use ClassLink Software will also terminate if Customer fails to comply with any term or condition in this Agreement and fails to remedy such failure

within ten (10) days of written notification of such failure from ClassLink to Customer. ClassLink's limitations of liability and disclaimers as well as the provisions of the Sections titled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement.

2.13   "Updates" means any updates to the ClassLink Software licensed hereunder which ClassLink, in its discretion, makes generally available to its ClassLink Software licensees.

3.   License Grant and Terms

3.1   This Agreement authorizes Customer to use items of ClassLink Software specified in the Purchase Order during the term of this Agreement.

3.2   Customer understands and acknowledges that operation of the ClassLink Software may require the use of certain third party software such as Microsoft Windows Server, Microsoft SQL, Crystal Reports, etc., which Customer must separately license at its own expense.

3.3   Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party sell, lease, license, sublicense, encumber or otherwise deal with any portion of the ClassLink Software;

3.4   ClassLink shall provision and make ClassLink Software available to Customer during the term of this Agreement; provided, however, Customer acknowledges that ClassLink may take the ClassLink Software down from time to time to perform maintenance and/or upgrades. In addition, Customer agrees that from time to time the ClassLink Software may be inaccessible or inoperable due to ClassLink Software errors or causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). ClassLink shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the ClassLink Software caused by Downtime, whether scheduled or not.

3.5   ClassLink may, in its discretion, from time to time, as determined by ClassLink, add new features, functionality or content to the ClassLink Software; limit, modify or discontinue existing features, functionality or content made available with the ClassLink Software; or incorporate revisions into the ClassLink Software as may be deemed appropriate by ClassLink.

3.6   Where ClassLink Software is installed on premises, Customer shall be responsible for the purchase, configuration and ongoing maintenance of relevant equipment, systems and software to achieve the Customer's desired results.

4.   Confidentiality

4.1   Customer acknowledges that the ClassLink Software contains proprietary, trade secret and confidential information belonging exclusively to ClassLink. Title to, ownership of and all proprietary rights in the ClassLink Software and all copies thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with ClassLink.

4.2   Customer shall not (i) disclose the ClassLink Software or any confidential ideas, techniques and concepts contained therein to any third party without the prior written consent of ClassLink, (ii) where ClassLink Software is installed on premises, copy the ClassLink Software or any portion thereof except as necessary for use within Customer's organization.

4.3   Customer agrees (i) to hold the ClassLink Software in confidence and (ii) where ClassLink Software is installed on premises, to maintain the ClassLink Software in a secure environment and take all reasonable precautions to maintain security to prevent unauthorized use or disclosure. Customer shall inform its employees having access to the ClassLink Software of Customer's limitations, duties and

obligations regarding nondisclosure and copying of the ClassLink Software. Customer agrees to maintain the integrity of all copyright, trade secret or other proprietary notices of ClassLink in the ClassLink Software and/or affixed to or imprinted on physical media and embodiments thereof, and to take no action inconsistent with the copyright and trade secret ownership rights of ClassLink

4.4   Where ClassLink Software is installed on premises, Customer shall maintain accurate records of the number and location of all copies of the ClassLink Software and shall promptly provide a current listing to ClassLink upon request.

4.5   ClassLink acknowledges and agrees that all Customer Data is and shall remain the property of Customer. ClassLink makes no claims as to ownership of any Customer Data. ClassLink agrees to exercise commercially reasonable efforts to maintain as confidential and use solely as necessary for purposes of performing this Agreement all Customer Data that is disclosed to ClassLink or is stored on servers hosting ClassLink Software. Except as specifically stated herein, ClassLink will not disclose Customer Data to third parties without Customer's consent. ClassLink may, however, disclose Customer Data to entities performing work for ClassLink related to the set-up, installation and training of Customer to use the ClassLink Software or the development, support or maintenance of the ClassLink Software, to the extent such disclosure is necessary for the facilitation of such work (in which case ClassLink shall ensure that such entities are contractually bound to maintain the confidentiality of such information to the same extent that ClassLink is, and may disclose the fact that Customer is a user of the ClassLink Software to business partners of ClassLink that offer complementary products or services. In addition, ClassLink may disclose Customer Data in the following situations: (a) in response to a subpoena, court order or other legal process; (b) to protect user security or the security of other persons; or (c) in connection with a sale, joint venture or other transfer of some or all of the assets of ClassLink.

5.   Disclosure of ClassLink Solution Partner Relationship

5.1   Customer agrees that if a ClassLink Solution Partner (CSP) is involved and has marketed the ClassLink Software to Customer as an authorized marketer of ClassLink Software Products, Customer understands that as compensation for CSP's marketing, installation and implementation efforts CSP will be paid a commission from the fees paid by Customer for the ClassLink Software. Customer understands that CSP is an independent business and is not a legal partner, employee or agent of CSP has no authority to bind ClassLink in any respect. The relationship between ClassLink and CSP is solely that of principal and independent contractor, each being responsible for its own actions.

5.2   CSP shall have no authority to accept the return or to make or authorize any allowance or adjustment with respect to, any ClassLink Software other than to the extent of the commission to be paid to them. ClassLink does not warrant in any form whatsoever, any of the services or products provided by CSP to the Customer. Any agreements, commitments, promises, representations or recommendations made by CSP are solely between the CSP and the Customer and do not bind ClassLink in any respect.

6.   Charges

6.1   Annual license and support fees (ClassLink Subscription Fees) may be based on student enrollment, staff enrollment or building count for certain ClassLink Software products. Renewal of this Agreement and related ClassLink Subscription Fees shall be based on current published enrollment and current list prices of the ClassLink Software, not to exceed 3% annually over current purchase price. Customer agrees to notify ClassLink at such time as student enrollment increases more than 20% during a Subscription Term wherein additional ClassLink Subscription Fees may be required for the remainder of the Subscription Term.

6.2   Unless ClassLink and Customer shall otherwise agree, payment for ClassLink Subscription Fees are due in in accordance with Local Governmental Prompt Payment Act

7.   Warranties

7.1 ClassLink makes no warranties with respect to the use of the ClassLink Software on technology devices other than those specified in the Documentation.

7.2 Modification or attempted modification by Customer of any item of ClassLink Software shall void ClassLink's warranties with respect to such item of ClassLink Software.

7.3 ClassLink warrants to Customer that to the best of its knowledge ClassLink Software is not in violation of any patent, copyright, trademark or other intellectual property claims and that ClassLink has the right to license Customer's use of the ClassLink Software as provided in this Agreement.

7.4 ClassLink warrants to Customer that each item of ClassLink Software will conform, when shipped to Customer, to ClassLink specifications which are in effect for that item at that time. If Customer believes there is a defect in any item of ClassLink Software, Customer should notify ClassLink immediately and ClassLink will correct or replace the defective item of ClassLink Software. If ClassLink is unable to make the item of ClassLink Software perform as warranted, Customer may as its sole remedy return the item of ClassLink Software and receive a full refund of fees paid for item of ClassLink Software. ClassLink shall have no liability for any claim under this Section not made within 90 days after the date of shipment of the item of ClassLink Software claimed to be defective. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CLASSLINK DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY ITEM OF CLASSLINK SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENT OR WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE THAT CUSTOMER MAY SELECT OR THAT THE OPERATION OF THE CLASSLINK SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED.

7.5 EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CLASSLINK MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY CLASSLINK SOFTWARE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH ANY COURSE OF DEALING OR COURSE OF PERFORMANCE BETWEEN THE PARTIES OR USAGE OF TRADE.

8. Limitation of Liability and Damages

8.1 IN NO EVENT WILL CLASSLINK BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGES FROM LOSS OF USE, DATA OR PROFITS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF CLASSLINK SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE CLASSLINK SOFTWARE, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT INCLUDING NEGLIGENCE. IN NO EVENT WILL CLASSLINK'S TOTAL LIABILITY FOR ANY DAMAGES IN ANY ACTION IN ANY FORM EXCEED THE ONE-TIME LICENSE FEE PAID FOR THE ITEM OF CLASSLINK SOFTWARE THAT CAUSED THE DAMAGES.

9. Term

9.1 This Agreement shall continue until either terminated by Customer at any time upon not less than thirty days' written notice to ClassLink or terminated by ClassLink by reason of Customer's breach of the provisions of this Agreement concerning Customer's use and non-disclosure of the ClassLink Software or Customer's failure to make timely payment of any ClassLink Subscription Fees. Upon termination of this Agreement, the license and all rights granted to Customer under this Agreement shall immediately cease and Customer shall immediately: (a) Purge all copies of the ClassLink Software and any portions thereof from all CPU's and storage media and devices on which Customer has placed or allowed others to place the ClassLink Software; and (b) Certify to ClassLink in writing that Customer has compiled with its obligations under this Section.

9.2   Customer acknowledges that the provisions of this Agreement concerning non-disclosure will survive any termination of this Agreement and that in the event of Customer's breach of these provisions; ClassLink would suffer irreparable harm and would have no adequate remedy without injunctive or other equitable relief.

10. General Provisions

10.1   Assignment. Customer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ClassLink; provided, however, that a successor in interest by merger, by operation of law or by the acquisition of substantially the entire business of Customer shall acquire all interest and all obligation of Customer under this Agreement.

10.2   Audit Rights. Upon reasonable notice to Customer, ClassLink shall have the right, at ClassLink's expense, to audit Customer's computer systems, at their place of keeping, for the purpose of assuring Customer compliance with the terms of this Agreement.

10.3   Foreign Reshipment Liability. Customer will not export or transfer, whether directly or indirectly, the ClassLink Software to anyone outside the United States of America without first complying with all export controls which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business and paying any fees as specified in Section 5 hereof.

10.4   Notices. Any notice or other communication required or permitted under this Agreement shall be given in writing to ClassLink and to Customer at Customer's address specified above, or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when personally delivered or when deposited in the mail, properly addressed and first class postage prepaid.

10.5   Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in state courts located in Clay County, Florida with reference to its principles of conflicts or choice of law.

10.6   Entire Agreement. Customers Purchase Order, Addendum A and this Agreement constitutes the entire software license agreement between ClassLink and Customer. It supersedes and replaces all previous understandings or agreements, written or oral, regarding such subject matter.

10.7   Changes. This Agreement may not be modified, amended, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.

10.8   Severability. Any provision of this Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Agreement shall remain in full force.

11. Agreed:

11.1   CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ClassLink LaunchPad Service Level Agreement v2015.03

1. Service Level Agreement Overview
1.1 This Service Level Agreement (SLA) represents an agreement between ClassLink, Inc. (ClassLink) and Customer for the provisioning of technical services required to support and sustain LaunchPad (LaunchPad).

2. Goals & Objectives
2.1 The goal of this SLA is to obtain mutual agreement for technical services to be provided to the Customer by ClassLink.

2.2 The objectives of this Agreement are to:
  a. Present a clear, concise and measurable description of technical services.
  b. Define mutual accountability, roles and responsibilities.

3. ClassLink Technical Services
3.1 The purpose of technical services within this SLA is to ensure the usability of LaunchPad such that the software works as intended by ClassLink.

3.2 The following technical services are the responsibility of ClassLink.
  a. Toll-free telephone technical support
  b. Monitored support case system (helpdesk ticket system)
  c. Monitored email request for support at helpdesk@classlink.com
  d. Ensure core reports function properly
  e. Development and installation of periodic software updates and enhancements
  f. Continuous system diagnostic monitoring
  g. Data backup
  h. Disaster/data recovery

3.3 ClassLink responsibilities in support of this SLA also include:
  a. Meeting response times associated with service related incidents.
  b. Appropriate notification to Customer for all scheduled maintenance.
  c. Changes to services will be communicated and documented to Customer.
  d. ClassLink, at its discretion, may contact LaunchPad users directly to investigate and resolve software performance issues.

3.4 The following technical services are outside the scope of this SLA and are available for purchase separately.
  a. Any administrative or user training
  b. Onsite assistance

4. Response Times
4.1 The following provides relevant details on technical service availability by toll-free telephone, support case system or email requests.
  a. 8am to 5pm EST, Monday through Friday, except ClassLink observed holidays (Office Hours).
  b. Voice messages, support case system or email requests received outside of Office Hours will be collected, however no action can be guaranteed until the next working day.

4.2 In support of services outlined in this SLA, ClassLink will respond to service related incidents and/or requests submitted by the Customer within the following time frames:
  a. 0-2 hours (during business hours) for issues classified as High priority.
  b. Within 24 hours for issues classified as Medium priority.
  c. Within 3 working days for issues classified as Low priority.

5. Customer Requirements
5.1   Customer responsibilities and/or requirements in support of this SLA include:
    a. Reasonable availability of Customer representative(s) when resolving a service related incident or request.
    b. Proactive communication of necessary information to assist in resolving a service related incident or request.
    c. Payment for SLA costs as invoiced.
    d. Maintain ample and reliable internet bandwidth for proper functioning of cloud delivered LaunchPad

6. Term
6.1   This SLA is valid beginning from the Effective Date specified herein and is valid until the Expiration Date specified herein.

see signature page
_____
Effective Date

see signature page
_____
Expiration Date

6.2   If either party fails to perform its obligations under this SLA and such failure continues for a period of (30) days after written notice, the other party shall have the right to terminate this SLA.

7. Agreed:
7.1   CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Non-Disclosure Agreement v2015.03

This Non-Disclosure Agreement ("NDA") is entered into by and between ClassLink, Inc. ("Receiving Party") and Customer ("Disclosing Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information. ("Confidential Information").

1. **Definition of Confidential Information:** For purposes of this NDA "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indication that such oral communication constituted Confidential Information.

2. **Exclusions from Confidential Information:** Receiving Party's obligations under this NDA do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this NDA Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit publish, copy or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. **Time Periods**. The nondisclosure provisions of this NDA shall survive the termination of this NDA and Receiving Party's duty to hold confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until disclosing Party sends Receiving Party written notice releasing Receiving Party from this NDA, whichever occurs first.

5. **Relationships.** Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. **Severability.** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.

7. **Integration.** This NDA expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This NDA may not be amended except in a writing signed by both parties.

8. **Waiver.** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.

9. **Agreed:** CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ClassLink LaunchPad Data Security Statement

ClassLink takes security and privacy concerns seriously. We strive to ensure that LaunchPad data is kept secure, durable and reliably accessible. This *Security Statement* is aimed at being transparent about our security infrastructure and practices, to help reassure you that your LaunchPad data is sufficiently protected. We are committed to maintaining information security as prescribed in FERPA (Family Educational Rights and Privacy Act). In the spirit of GLB (Graham-Leach-Bliley Act), we willingly explain how our company safeguards confidential information.

We protect your confidential LaunchPad data by continuously evaluating and upgrading three key areas of our security plan:

1. Intrusion Defense
2. Backup and Recovery
3. Policy and Procedures

LaunchPad production infrastructure is hosted by Rackspace and Amazon. Both Rackspace and Amazon facilities are secure, geographically diverse and are built using best practice security frameworks and standards. Information on the security of Rackspace infrastructure can be found at http://broadcast.rackspace.com/downloads/pdfs/RackspaceSecurityApproach.pdf and at http://www.rackspace.com/blog/compliance-standards-and-regulations-that-keep-the-cloud-secure. Information on the security of Amazon infrastructure can be found at http://aws.amazon.com/security.

We value your business and respect the importance of information security. We continually strive to mitigate and minimize risk. Computer security is a relative concept. No computer system connected to the Internet can be completely secure and no amount of testing can disclose all possible vulnerabilities. Accordingly, this *Security Statement* does not guarantee the complete security of our systems. We provide this *Security Statement* so that you understand we are committed to your information security by best practice / risk management strategies. You may also need this *Security Statement* for your auditors and insurance policy holders. If you require any further information, please don't hesitate to ask.

Signature of Acceptance

The following is a single signature of acceptance to the terms of the attached:

LaunchPad Annual Software License Agreement v2014.03

LaunchPad Service Level Agreement v2014.03

Non-Disclosure Agreement v2014.03

_____
Effective Date

_____
Expiration Date

Accepted by:

Customer: ClassLink:

_____
Name of Organization

_____   _____
Signature   Signature

_____   _____
Print Name   Print Name

_____   _____
Title   Title

_____   _____
Date   Date

Fax to 973-546-5981 or email to accounting@classlink.com

ADDENDUM A

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that **which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign** immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

_____ BerJ Akran   June 18, 2015
Authorized Signature   Date

ClassLink