

# ParentLink Notification and Mobile Branded App Service and License Agreement

School District: Clay County School Board

Address: 900 Walnut Street, Green Cove Springs, FL 32043

Set-up Fee: \$3,500.00 (One-Time Charge)

Contract Term: 5 year(s)

Annual Maintenance Fee: \$1,000.00

Contract Start Date: July 1, 2014

Annual Message Fee: \$60,880.40

Contract End Date: June 30, 2019

Per Student Message Rate: \$1.70 No. of Students: 35,812

ParentLink Salesperson: Dan Nelson

Total Due ("Service Fee"): \$65,380.40

Contact Info: Nancy Racine

This service agreement is between the organization described above ("Client") and Parlant Technology, Inc. dba ParentLink ("ParentLink") (collectively the "Parties" and each individually a "Party"), whereby ParentLink will provide Client with access to the ParentLink Notify™ and parent Link Apptivate™ service as further described in the attached quote (the "Service") subject to the following terms and conditions:

**1. License Grant:** ParentLink grants Client the non-exclusive, revocable, non-transferable license to use Service. These rights granted to Client are provided on the condition that Client does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service. Telephone and SMS messages may only be sent to contact numbers in the United States. Neither ParentLink nor Client shall be liable for damages caused by delay or failure of Service arising out of causes beyond its reasonable control, including, but not limited to, Acts of God, war, data disruption, or utility failure. Neither Party may assign this Agreement without the other Party's prior written consent, provided that ParentLink may assign this Agreement without the Client's prior consent to any entity or successor that acquires all or substantially all of the business, stock, or assets of ParentLink. If this Agreement is a result of a RFP response by ParentLink, then Client authorizes other entities ("Other Entity") to enter into a cooperative purchasing agreement or a "piggyback" agreement with ParentLink which incorporates the RFP and this Agreement if and only if Client is not a party to any other agreement with the Other Entity.

**2. License from Client.** Subject to the terms and conditions of this Agreement, Client grants ParentLink the non-exclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print or otherwise use client data ("Client Data") to the extent necessary to provide Service to Client. Client agrees that the license to Client Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup Client Data.

**3. Service Fee.** In exchange for the Service, Client agrees to pay the Service Fee. The total Service Fee is comprised of a Set-up Fee and Annual Maintenance Fee, and Annual Message Fee. The Set-up Fee is a one-time fee for implementation and configuration work. The Set-up Fee for this Agreement is listed above. The Annual Maintenance Fee is listed above. The Annual Message Fee is listed above and is calculated by multiplying the Per Student Message Rate by the number of enrolled students. The total student enrollment will be recalculated each year based on the student enrollment amount which is listed in the Client's database. The Service Fee includes all of the FCC's Universal Services Fund charge; however, all other applicable taxes, fees or levies are the responsibility of the Client.

**4. Term and Termination.** This agreement will commence on the Contract Start Date listed above and will end on the Contract End Date listed above. Notwithstanding anything to the contrary in the Agreement, there are no automatic renewal periods; it being understood that any renewal or extension of the Agreement shall require the affirmative execution and delivery of a renewal or extension agreement by both parties. Either party shall have just cause to terminate this Agreement upon written notice to the other party if the other party breaches any material obligation under this Agreement and such party fails to cure the breach to the notifying party's satisfaction within thirty (30) days after it requests such cure,

4.1 Notwithstanding the forgoing, the Client reserves the right to terminate the Agreement at any time and for any reason upon giving thirty (30) days' notice to ParentLink. If said Agreement should be terminated for convenience as provided herein, the Client shall be relieved of all obligations under said Agreement. The Client shall be required to pay that amount of the Agreement actually performed to the date of termination. This termination for convenience provision is not reciprocal to ParentLink.

4.2 The conditions of a Renewal Term shall be the then existing ParentLink standard terms, however increases in

rates and charges shall not exceed 3% of Clients Fee as described in the attached quote.

**5. Limitation of Liability.** CLIENT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH PARENTLINK IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY PARENTLINK OF THE RISK OF CLIENT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DISTRICT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC DISADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THE AGREEMENT. Client agrees to comply with the current ParentLink policy regarding Privacy, Security and Terms of Use ("Terms of Use"), as amended from time to time and available at <http://www.parentlink.net/company/privacy-and-security>, and acknowledges its responsibility to periodically review Terms of Use.

6. Entire Agreement. This Agreement, including Appendix A, contains the parties' entire agreement and understanding, and supersedes all prior oral and written Agreements and understanding regarding its subject matter.

7. Jurisdiction & Choice of Law. This Agreement and your use of their Services shall be governed by the laws of Florida with venue in the state courts located in Clay County, Florida, without regard to its conflict of law provisions.

**Agreed and Acknowledged by the following:**

Parlant Technology, Inc.	Clay County School Board
Signature: _____	Signature: _____
Name: _____ Title: _____	Name: _____ Title: _____
Date: _____	Date: _____

June 2, 2014

**ParentLink Price Quote: Clay County Public Schools**

Item	Description	Price / Student	Quantity	Extended
<b>Option-1</b>	<b>ParentLink Notify - Mass Notification Service</b>			
PL-ASP-PLST	Includes unlimited emergency/non-emergency messaging, automated daily attendance, unlimited groups, surveys, eNewsletters, true SMS Text Messaging, etc. Also includes annual maintenance for notification services.	\$1.30	35,812	\$46,555.60
PL-ASP-IMP/TRN	One-Time Implementation and configuration services. Also includes annual onsite refresher training.	\$4,500.00	1	\$4,500.00
	Implementation Discount	-\$2,000.00	1	-\$2,000.00
	Annual License Discount	-\$0.05	35,812	-\$1,790.60
<b>Total Price Yr. 1</b>				<b>\$47,265.00</b>
<b>Annual District Renewal Total</b>				<b>\$44,765.00</b>

<b>Option-2</b>	<b>ParentLink Apptivate</b>			
PL-ASP-APP	Includes a custom branded district app that will allow staff, parents, students and community members to follow district news, favorite athletic teams from schools at Clay County, district and school calendars, viewed from single calendar, notifications, pay lunch balances, view library content, submit tips, etc. Also includes ability for the district and schools to send push notifications to the App.	\$0.50	35,812	\$17,906.00
PL-ASP-IMP/TRN	Implementation and configuration services. (Includes training services)	\$2,500.00	1	\$2,500.00
PL-APP-MNT	Annual Custom Branded District App Maintenance	\$1,000.00	1	\$1,000.00
	Implementation Discount	-\$1,000.00	1	-\$1,000.00
	Annual License Discount	-\$0.10	35,812	-\$3,581.20
<b>First Year Total</b>				<b>\$16,824.80</b>
<b>Annual District Renewal Total</b>				<b>\$15,324.80</b>

<b>Option-3</b>	<b>Apptivate w/ Student Information</b>			
PL-ASP-APP+SI	Includes everything in Option 2 plus: Full student data integration for access to student grades, assignments, missing assignments, test and homework scores, etc. Also includes access to student attendance, bus route information, library information, cafeteria balance information, etc. Also includes School Finder feature, etc.	\$1.50	35,812	\$53,718.00
ASP-IMP/TRN	Implementation and configuration services. Also includes annual onsite refresher training.	\$4,500.00	1	\$4,500.00
PL-APP-MNT	Annual Custom Branded District App Maintenance	\$1,000.00	1	\$1,000.00
	Implementation Discount	-\$1,000.00	1	-\$1,000.00
	Annual License Discount	-\$0.15	35,812	-\$5,371.80
<b>First Year Total</b>				<b>\$52,846.20</b>
<b>Annual District Renewal Total</b>				<b>\$49,346.20</b>

**ParentLink Price Quote: Clay County Public Schools - Continued**

Item	Description	Price / Student	Quantity	Extended
<b>Option-4 ParentLink Notify and Apptivate</b>				
PL-ASP-PLST	Includes everything in Option 1 and Option 2.	\$2.00	35,812	\$71,624.00
PL-ASP-IMP/TRN	Implementation and configuration services. Also includes annual onsite refresher training. (One-time charge)	\$5,500.00	1	\$5,500.00
PL-APP-MNT	Annual Custom Branded District App Maintenance	\$1,000.00	1	\$1,000.00
	Annual License Discount	-\$0.30	35,812	-\$10,743.60
	Implementation Discount (One-Time Discount)	-\$2,000.00	1	-\$2,000.00
<b>Total Price Yr. 1</b>				<b>\$65,380.40</b>
<b>Annual District Renewal Total</b>				<b>\$61,880.40</b>

<b>Option-5 ParentLink Notify and Apptivate w/ Student Information</b>				
PL-ASP-APP	Includes everything in Option 1 and Option 3.	\$2.50	35,812	\$89,530.00
PL-ASP-IMP/TRN	Implementation and configuration services. (Includes training services)	\$6,500.00	1	\$6,500.00
PL-APP-MNT	Annual Custom Branded District App Maintenance	\$1,000.00	1	\$1,000.00
	Annual License Discount	-\$0.35	35,812	-\$12,534.20
	Implementation Discount	-\$2,500.00	1	-\$2,500.00
<b>First Year Total</b>				<b>\$81,995.80</b>
<b>Annual District Renewal Total</b>				<b>\$77,995.80</b>

<b>Option-6 ParentLink Suite</b>				
PL-ASP-APP+SI	Includes everything in Option 5 plus: ParentLink Sociability for central social media management.	\$3.50	35,812	\$125,342.00
ASP-IMP/TRN	Implementation and configuration services. Also includes annual onsite refresher	\$7,500.00	1	\$7,500.00
PL-APP-MNT	Annual Custom Branded District App Maintenance	\$1,000.00	1	\$1,000.00
	Annual License Discount	-\$0.70	35,812	-\$25,068.40
	One-time Discount	-\$3,000.00	1	-\$3,000.00
<b>First Year Total</b>				<b>\$105,773.60</b>
<b>Annual District Renewal Total</b>				<b>\$101,273.60</b>

This pricing is based on Tips/Tips Coop Pricing.

Note: Annual pricing will be adjusted based on actual student count.

**Please note the following Customer Referral Program incentives:**

For Standard ParentLink Notify  
 For ParentLink Apptivate  
 For ParentLink Suite

2% of Referred district's annual fee.  
 2% of Referred district's annual fee.  
 4% of Referred district's annual fee.

**This proposal is valid through: June 30, 2014**

For questions about this proposal please contact:  
 Dan Nelson  
 Executive Vice President  
 888-234-7126 - W  
 801-310-4090 - M  
[dan.nelson@parentlink.net](mailto:dan.nelson@parentlink.net)

**Appendix A**  
**PURCHASING CONDITIONS**

1. The School Board of Clay County (SBCC) purchase order number shall appear on each invoice, delivery papers, bills of lading, packages and/or correspondence.
2. Original invoices shall serve as the SBCC basis for payment.
3. All deliveries are to be F.O.B. destination unless otherwise specified.
4. Do not back order without prior approval.
5. C.O.D. orders shall not be accepted – including freight charges.
6. Equipment, materials, supplies and/or services delivered on this order shall be subject to inspection and test upon receipt and, if rejected, shall remain the property of the vendor
7. The SBCC issues payments in accordance with the "Florida Prompt Payment Act", Florida Statutes, Chapter 218.
8. **BACKGROUND INVESTIGATION:** Any employee, principle, or agent of the contractor, vendor, entity or service provider which is a party to this Agreement shall, prior to being permitted access to school grounds when students are present or being allowed direct contact with students or being granted access to or control of school funds, submit to and pass a Level II background screening requirements or otherwise meet the requirements of and be bound by the terms of Florida Statutes 1012.465, 1012.467 or 1012.468. The cost of screening shall be the responsibility of the contractor, vendor entity or service provider and not the SBCC.
9. All transactions contemplated by this purchase shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regard to this purchase order shall be in Clay County, Florida.

**NOTICE: REQUIREMENTS WHEN USING FEDERAL FUNDING:**

This purchase order constitutes a contract. Upon acceptance of a purchase order, the vendor certifies that their firm meets and agrees to the following provisions, which shall become a part of the contract.

PARTIES RECEIVING PAYMENT VIA PURCHASE ORDER ISSUED BY THE SBCC FOR GOODS AND/OR SERVICES SHALL BE SUBJECT TO ALL REMEDIES ALLOWED BY LAW FOR ANY DEFAULTS, BREACHES, VIOLATIONS OR OTHER FAILURES TO PERFORM AS AGREED WHETHER OR NOT AN EXPRESS WRITTEN AGREEMENT EXISTS FOR THE PROVISION OF SUCH GOODS AND/OR SERVICES.

**FISCAL NON-APPROPRIATIONS CLAUSE:** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

**ACCESS TO RECORDS:** (34 CFR 80.36 (i)(10): All vendors, contractors and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.

**RECORDS RETENTION:** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this bid for three (3) years after the SBCC makes final payments and all other pending matters are closed.

**CLEAR AIR ACT** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

**ENERGY EFFICIENCY** (34 CFR 80.36(i)(13): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

**SUSPENSION AND DEBARMENT:** In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).

**EQUAL EMPLOYMENT OPPORTUNITY** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or sub-grantees).

**COPELAND "ANTI-KICKBACK" ACT** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and sub-grants for construction or repair).

**DAVIS-BACON ACT** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and sub-grantees when required by Federal grant program legislation).

**CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

**CANCELLATION/TERMINATION** (34 CFR 80.36(i) For all purchased involving Federal funds in excess of \$10,000, the SBCC reserves the right to terminate this contract for cause, as well as for convenience, by issuing a certified notice to the vendor. If terminated, the SBCC shall be responsible only for goods and services already delivered to it on the date of such termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor.