



Quote

Peachjar

13290 Evening Creek Drive South, Suite 200
 San Diego, CA 92128

Prepared for:

Raytown Quality Schools
 6608 Raytown Rd.
 Raytown, MO 64133

Date April 27, 2018
Quote # 7042718M3
Expires May 18, 2018
Rep. Ryan Ta

Item	Quantity	Description	Rate	Amount
One-time Startup Fee	21	One-time Startup Fee per participating school: Unlimited Use Service includes automated email distribution of flyers approved by District and posting, storage, and management of flyers in school-specific web pages and folders located on a website owned by Peachjar and accessible to parents, school staff, and District staff; access and use of Peachjar’s digital flyer approval management system.	\$750	\$15,750
Discount	21	Promotional Discount: Subject to (1) District executing the attached Order Authorization on or before the expiration date shown above and (2) District completing all “Actions to be Conducted by District” as stated in Section 4 of the attached Order Authorization on or before <u>July 31, 2018</u> , Peachjar agrees to: (i) offer a \$450 per school discount from its standard One-time Startup Fee, and (ii) allow local community organizations to distribute their digital flyers to nearby schools at no cost when promoting a free event or activity that does not encourage participants to join a fee-based program, or include the opportunity to purchase products or services. This service fee waiver for local community organizations shall be made upon request, is <u>not</u> based on the organization’s non-profit status, and is subject to Peachjar’s Community Free Flyer Policy that includes a limitation for organizations using Community Free flyer distribution to 1 posting every 30 days for up to 25 schools.	-\$450	-\$9,450
			Total	\$6,300.00

Peachjar Order Authorization

ACCOUNT INFORMATION

District Name: Raytown Quality Schools

Service Start By Date: July 31, 2018

ACKNOWLEDGEMENTS

Peachjar, Inc. ("Peachjar") will provide District with access and use of Peachjar's digital flyer management system (the "Service") as further described in the attached Quote, subject to the below terms and conditions. This Order Authorization, together with the attached Quote, shall constitute the entire "Agreement"

1. License Grants. Subject to the terms of this Agreement, (1) Peachjar grants District a non-exclusive, non-transferable limited license to use the Service for the approval and distribution of informational digital flyers, and (2), District grants Peachjar a non-exclusive, non-transferable license to use District data only to the extent necessary to provide the Service as described under Section 3 (Authorized Use & Purpose) below. Such license shall survive the termination of this Agreement for a period of up to 12 months, solely for storing backup District data.

2. Fees. District shall pay the Total fee of \$3,500 listed at the bottom of the attached Quote which shall be due 30 days after District executes this Order Authorization. Should District fail to implement the Service on or before the Service Start By Date shown above because it has not fulfilled the Obligations & Actions to be Conducted by District (as set forth below), District agrees to be invoiced and pay a "Late Start Fee" of \$100 per school (\$100 multiplied by the number of schools shown in the Quantity column on the attached Quote), which shall be due 30 days from invoice date. A Late Start Fee shall not apply if District's delay to implement the Service is caused by an Act of God or an event outside of the District's control. There shall be no fee for future renewals in subsequent renewal terms/years. All fees are non-refundable.

3. Authorized Use & Purpose. In conjunction with Section 1 (License Grant) above, unlimited use of the Service shall be provided to District staff, school staff, and the authorized parent group(s) at each school subject to Peachjar's [Terms of Use Policy](#) as set forth on its website. Peachjar will be compensated from external organizations that choose to contract directly with Peachjar for posting and email distribution of their digital flyers through the Service subject to District flyer approval (for which Peachjar has no authority or responsibility over). Peachjar will be solely responsible for billing and collection from such external organizations. District agrees that all participating schools will not distribute paper flyers from external organizations or post/distribute digital flyers from external organizations in a manner that would circumvent Peachjar's compensation. However, schools may place paper copies of flyers in the school office area. Additionally, schools may distribute paper flyers from any source provided that such paper flyer distribution is done in conjunction with digital flyer distribution through the Service. Peachjar will ensure that no digital flyers from external organizations shall be emailed to parents/legal guardians or posted to school webpages through the Service without District approval. District understands and agrees that in conjunction with posting and distributing digital flyers, Peachjar enables communications between approved organizations and parents/legal guardians for the purposes of facilitating sign-ups, providing supplies that may be necessary for participation in activities, and enabling parents/legal guardians to access additional information. Under no circumstances will Peachjar sell, license or otherwise redistribute any personally identifiable information from student records or contained within District data.

4. Obligations & Actions to be Conducted by District. Prior to the Service Start By Date, District agrees to: (i) place an approved Peachjar button (logo with link) on the home page of each school's website; (ii) implement processes to ensure District's Student Information System (SIS) contains a comprehensive list of parent/legal guardian email addresses; (iii) use Peachjar's secure file transfer process to load into the system a full list of all parent/guardian email addresses and update this list to Peachjar through SFTP at least once every 90 days; (iv) place information on the District website to inform external organizations of the Peachjar Service and (v) provide Peachjar with a current contact list of external organizations who have previously distributed flyers.

5. Term and Termination. This Agreement shall commence immediately upon execution of this Order Authorization by District, and continue for one year after the Service Start Date. This Agreement shall automatically renew on the anniversary of the Service Start Date for successive one (1) year periods unless either party provides written notice to the other of its desire not to renew at least 30 days prior to the end of the then-current term.

6. Confidentiality and Protection of Information. Peachjar shall use commercially reasonable efforts to ensure that District data will be safeguarded against loss or theft, as well as unauthorized access, disclosure, copying, or use. Peachjar warrants that it complies with FERPA regulations and will not sell, license or otherwise redistribute any personally identifiable information from student records or contained within District data unless required by law, regulation or court order. District represents and warrants that District shall not deliver student email addresses to Peachjar to ensure COPPA compliance and shall maintain confidentiality regarding all pricing terms of this Agreement.

7. Indemnity & Limitations of Liability. District recognizes that Peachjar does not verify the accuracy of information nor filter/review/approve the content that is contained in the digital flyers or provided to District by third-party organizations as part of the digital flyer approval process. The parties shall defend, indemnify, and hold each other harmless from any and all claims, demands, causes of action, lawsuits, liabilities, damages and expenses (including reasonable attorneys fees) arising from the acts or omissions of the other party, its officers, directors, shareholders, employees and agents and sub-agents, and of any other person or persons acting under its or their direction and control, or of any of them. Neither party shall be liable for any indirect, incidental, special or consequential damages arising out of or in connection with this Agreement, and each party's aggregate liability hereunder shall not exceed the amount of the fees paid or payable by District to Peachjar within the prior 12 months preceding the claim.

Agreed and acknowledged by the following who is authorized to sign on behalf of the District:

Signature: _____

Date: _____

Name: _____

Title: _____