# CONTRACT NAME: AGREEMENT BETWEEN INSPIRIT GROUP, LLC DBA STOPIT AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

**BRIEF DESCRIPTION OF CONTRACT**:  This agreement is between Inspirit Group, LLC DBA STOPit and Davis Joint Unified School District.

North Bay Schools Insurance Authority is providing this anti-bullying program free to its member districts.  The program is a smart phone app which allows students to anonymously report concerns to administration at any time.  The concerns can be issues such as bullying, harassment, vandalism, potential violence, etc.

The app provides information to a data base that will be checked daily by administration and any reports will receive timely follow-up.  The app also has a messaging feature which allows administrators to respond to the student with additional questions while still keeping the report anonymous.

Davis Senior High School is excited to pilot this program for the District during the 2016-2017 school year.  Also included in the app will be a list of resources which we can populate with our local Suicide Prevention resources so that students will have numbers on their phone (via the app) to receive help 24/7.

# ORDER FORM

## Account Information

District Name:                                  # of Elementary Schools:
Address:                                        # of Middle Schools:
City:                                           # of High Schools:
State:
Zip Code:                                       Total # of Students:

*STOPit promotional materials, including posters, will be shipped to this address.*

## Account Administrator

Name:
Title:
Email:
Phone:

*Upon signature, your Account Administrator will receive an e-mail to log in to and set up your account.*

# FAQs

### What is an Account Administrator?

An Account Administrator is the individual who will set up the STOPit account for the district and is responsible for informing school leadership about STOPit and ensuring that all schools effectively launch the program. The Account Administrator also has administrative access across the entire account.

### What does the Account Administrator need to know?

To set up the account, the Account Administrator needs to know three basic pieces of information:
1. Names of the schools in the district;
2. Name and email address of at least at least one Organization Administrator per school. The Organization Administrator has administrative access to DOCUMENTit for the school; and
3. One access code per school which students will use to activate the STOPit app.

### What will the Account Administrator do?

The Account Administrator will complete the simple steps to set up the account, which includes inputting the information outlined above: for each school, the school name, at least one Organization Administrator, and one access code.

The Account Administrator must also make sure that leadership at all schools know about STOPit and understand their responsibility to launch the program. The Account Administrator must then ensure that all schools effectively launch STOPit, including communicating the deadline for doing so.

**Please proceed to the next page to complete the STOPit Subscription Agreement**

## STOPIT SUBSCRIBER AGREEMENT – BASIC INSUREDS

This Subscriber Agreement (this "Agreement") is made effective as of <u>07/01/2016</u>, ("Effective Date"), by and among Inspirit Group, LLC, d/b/a STOPit, a Delaware limited liability company, having its principal place of business at 1420 U.S. 206, Suite 200, Bedminster, New Jersey 07921 ("STOPit"), and [_____], a [school district_____], having its principal place of business at [_____] ("Subscriber").

1. **Subscription Service**. Pursuant to the terms of this Agreement, which govern STOPit's provision and Subscriber's use of the STOPit services ("Service"): (i) STOPit shall provide online access to, and allow Subscriber and an unlimited number of Subscriber's employees and contractors to use, DOCUMENTIT; and (ii) Subscriber will have the right to authorize that number of individuals associated with its organization ("Users"), as specified in the Order Form (defined in Section 3 below), to access, download and use the STOPit application tool ("Application"). DOCUMENTIT and the Application are referred to as the "STOPit Platform."

2. **Restrictions and Limitations**. Subscriber shall not, and shall not allow any third party, including any employee, contractor or User, to use the STOPit Platform for any purpose other than its intended purpose, without violating any applicable laws or regulations or the rights of any person, and, with respect to the Application, pursuant to STOPit's online Application Terms of Use. Subscriber agrees that: (i) the provision, operation and quality of certain services available via the Application ("Application Features") will be the sole and exclusive responsibility of Subscriber; (ii) STOPit will have no responsibility for the actual provision, operation, quality or response time of any such services provided by Subscriber via any Application Features; (iii) the ability to use certain Application Features will depend on various technical factors, such as the availability and quality of third party network services, which are not within STOPit's control and for which STOPit shall have no responsibility; (iv) STOPit will not review any of the reports generated by the Application or monitor Subscriber's use of DOCUMENTIT; (v) it is the sole responsibility of Subscriber to verify the accuracy and reliability of such reports, and Subscriber shall take timely, commercially reasonable and appropriate actions in response to the reports; (vi) STOPit shall have no responsibility regarding Subscriber's use or non-use of any communications posted, submitted or transmitted through Users' use of the Application; (vii) STOPit owns all right, title and interest in and to the STOPit Platform and all related technology and content developed or generated by or for, or acquired by, STOPit.

3. **Fees and Payment**. STOPit and Subscriber acknowledge and agree that the fees payable in consideration for Subscriber's rights under this Agreement shall be borne and paid for by BASIC, pursuant to a separate Subscriber Agreement between BASIC and STOPit, under which BASIC shall have submitted an order form for the services provided by STOPit to Subscriber under this Agreement, including the number of Users ("Order Form").

4. **Compliance with Laws, Privacy, Data and Confidentiality**. Each party agrees that, in providing or making any use of the Service, it shall comply with all state, provincial and federal laws, regulations and rules that apply to it, including those regarding the transmission, collection, storage or protection of personal information and data via the Application, including, without limitation, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act. Upon termination or expiration of this Agreement, STOPit shall have the right to delete any identifiable data or personal information that may be residing on the STOPit Platform using the highest commercial measures to protect against its unauthorized access or use. Prior to STOPit's deletion of any such data or personal information, STOPit shall provide Subscriber with written notice of such deletion, and upon the written request of Subscriber, STOPit shall, to the extent allowed by law provide a full download of incident related data to Subscriber in a mutually agreed format. In no event shall STOPit delete any such data or personal information (i) that is required to be maintained by law; or (ii) until 60 days have passed since STOPit provided Subscriber with written notice of such deletion. STOPit shall have the right to maintain all organizational and incident metadata for use in statistical reporting and analysis, and to retain any data as may be required by law. Each party shall use reasonable care to safeguard the confidentiality of the other party's non-public information ("Confidential Information") disclosed to it. STOPit's non-public information includes all information regarding the STOPit Platform and all financial terms.

5. **Notice and Audit**. STOPit shall report, in writing, to Subscriber any suspected or actual use or disclosure of Confidential Information not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed Confidential Information. STOPit agrees to cooperate with Subscriber in its compliance with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or any other event requiring notification by Subscriber. Upon the provision of reasonable notice by Subscriber, (i) not more than once per year during the term of the Agreement; (ii) following an information security incident; (iii) following any discovery or reasonable suspicion by Subscriber that STOPit is not in compliance with this Agreement; (iv) following a privacy or information security vulnerability experienced by STOPit; or (v) as requested, demanded or required by any regulator or government body or by any privacy or data security laws, Subscriber or its designee, at their sole cost and expense, or a regulator may undertake a security assessment, network scan, forensic investigation and/or audit of the systems and information security measures of STOPit.

6. **Use of Names**. STOPit shall not use the name, trademarks, or logos of Subscriber for any marketing, case study, or other purpose, without the prior written consent of Subscriber.

7. **Term and Termination**. This Agreement commences on the Effective Date and, unless terminated as set forth herein, continues for such period as set forth in the Order Form, or, if no period is set forth in the Order Form, for a period of one (1) year. Except as otherwise specifically provided in the Order Form, this Agreement shall automatically renew for an additional term of one (1) year ("Renewal Term"), at the rates agreed upon in the Order Form or otherwise between the PEP and STOPit, unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then-current term. To the extent necessary, prior to the commencement of any renewal term STOPit will deactivate the Application with respect to Users that are no longer associated with Subscriber's organization. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period. The term "material breach" will include, but not necessarily be limited to breach of confidentiality, failure to deliver services and non-compliance with applicable law. Further, subscriber may terminate this agreement without cause, subject to sixty (60) days written notice to STOPit. However, subscriber acknowledges and agrees that the fees payable in consideration for subscribers rights under this agreement are deemed earned upon payment and will not be refundable upon such termination.

8. **Warranty Disclaimer**. STOPit represents and warrants that: (i) it is in compliance with its Privacy Policy; (ii) to STOPit's knowledge, the STOPit Platform does not infringe on any patent, copyright, trademark, service mark or other intellectual property right of any individual or third party, and that STOPit has obtained all permissions or licenses necessary for STOPit to perform its obligations under this Agreement; (iii) to STOPit's knowledge, the STOPit Platform and any other STOPit software is free of any viruses or other disabling code; and (iv) STOPit has no knowledge of any litigation alleging third-party intellectual property infringement affecting the STOPit Platform. STOPIT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. STOPIT DOES NOT WARRANT THAT USE OF THE STOPIT PLATFORM WILL PREVENT OR END ANY PARTICULAR INCIDENT OF INAPPROPRIATE CONDUCT. IT IS SUBSCRIBER'S SOLE RESPONSIBILITY TO REVIEW ALL SUCH REPORTS, JUDGE THEIR ACCURACY AND TAKE ANY AND ALL APPROPRIATE ACTIONS. STOPIT PROVIDES A TOOL TO ASSIST USERS IN CONTACTING SUBSCRIBER, BUT IT IS SOLELY SUBSCRIBER'S RESPONSIBILITY TO RESPOND TO ANY INAPPROPRIATE CONDUCT.

9. **Indemnification**. Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties"), from any loss, claim, liability, damage, judgment, award, cost or expense (including attorneys' fees) of any kind (collectively, "Losses") incurred or sustained by them in any action, suit, claim or proceeding of any kind brought by any person or entity (collectively, "Claims") related to or arising from (i) any breach of the Indemnifying Party's obligations under this Agreement; or (ii) any actual or alleged negligent act, error, omission of the Indemnifying Party. STOPit agrees to defend, indemnify and hold harmless BASIC and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties") from any liability, damage, judgment, award, cost or expense (including attorney's fees) of any kind (collectively, "Losses") incurred or sustained by them in any action, suit claim or proceeding of any kind brought by any person or entity (collectively, "Claims") related to or arising from any patent, trademark, copyright infringement or other intellectual property claim related to STOPit and the "STOPit Platform."

10. **Insurance.** STOPit agrees to procure and carry cyber liability coverage related to the STOPit program and any services provided in this agreement. Cyber liability coverage will include an additional insured endorsement naming BASIC, including its members, officers, school districts and their employees, as an additional insured, with a limit of liability not less than $2,000,000.00. **General Provisions**. Except for obligations to make payments, neither party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification of this Agreement shall be effective unless set forth in a writing signed by the parties. This agreement shall be governed by the laws of the State of California. Each party consents to the exclusive jurisdiction of the state and federal courts located in the State of California, in the applicable county therein. IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**INSPIRIT GROUP, LLC**  
**d/b/a STOPit**

**[SUBSCRIBER]**

By: _____

Name:    Todd Schobel

Title:    President & CEO

Email:

By: _____

Name:

Title:

Email: