

## Harnett County Schools | North Carolina

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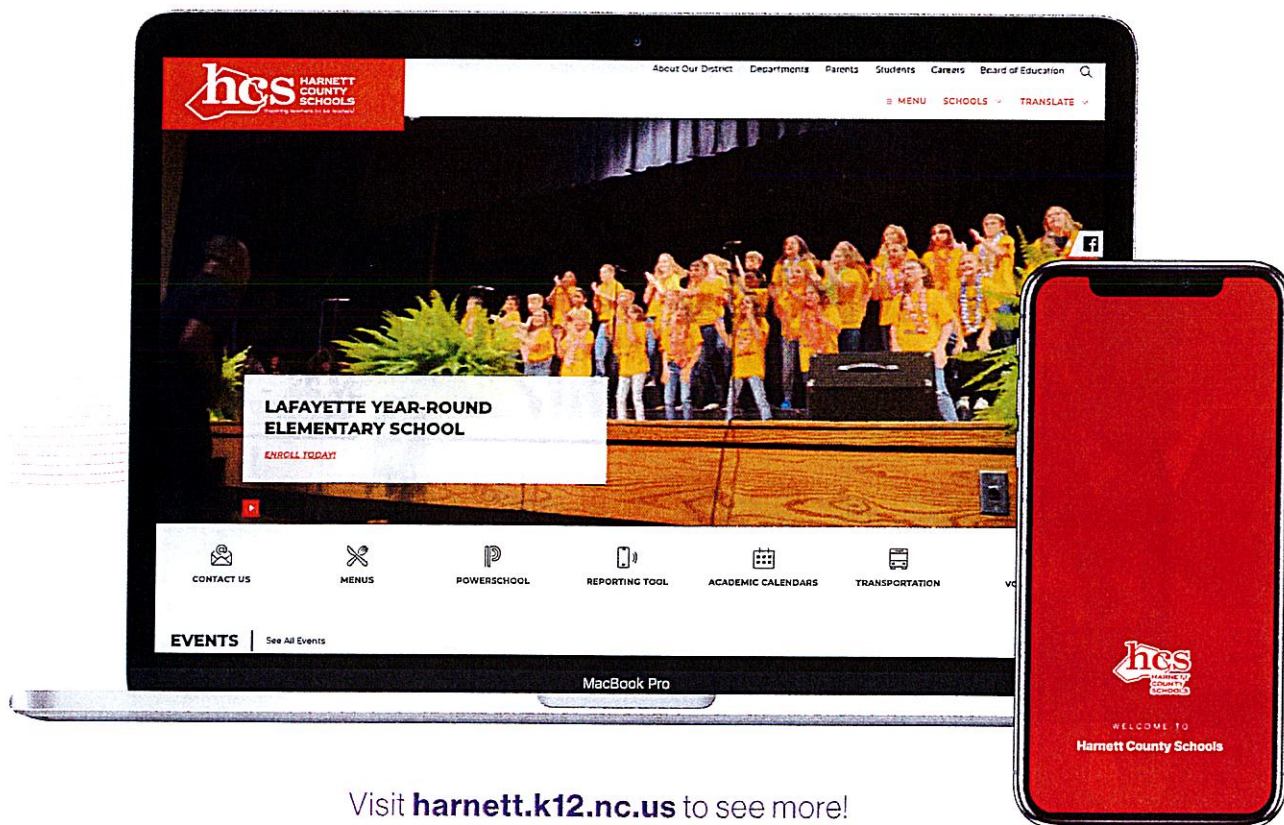
1008 South 11th Street  
Lillington, NC 27546

**Client Since:** June 2022

**Enrollment:** 20,564

**List of Services:**

- Thrillshare publishing platform
- ADA-compliant website redesign
- Custom mobile apps for iOS and Android
- Mass notification system (text messages, voice calls, emails)
- Content migration
- Unlimited training and support



Visit [harnett.k12.nc.us](https://harnett.k12.nc.us) to see more!

## Pender County Schools | North Carolina

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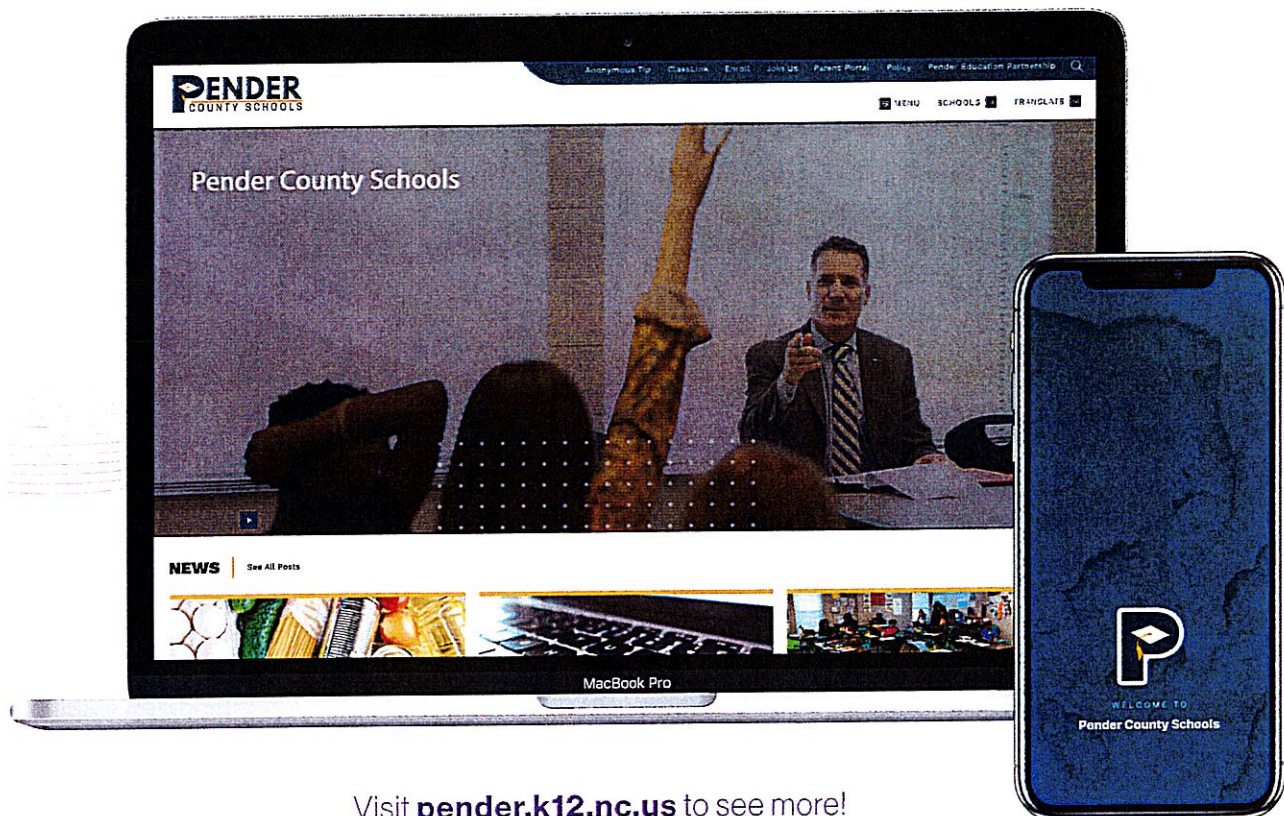
Burgaw, NC 28425

**Client Since:** May 2021

**Enrollment:** 9,430

**List of Services:**

- Thrillshare publishing platform
- ADA-compliant website redesign
- Custom mobile apps for iOS and Android
- Mass notification system (text messages, voice calls, emails)
- Content migration
- Unlimited training and support



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## Johnston County Public Schools | North Carolina

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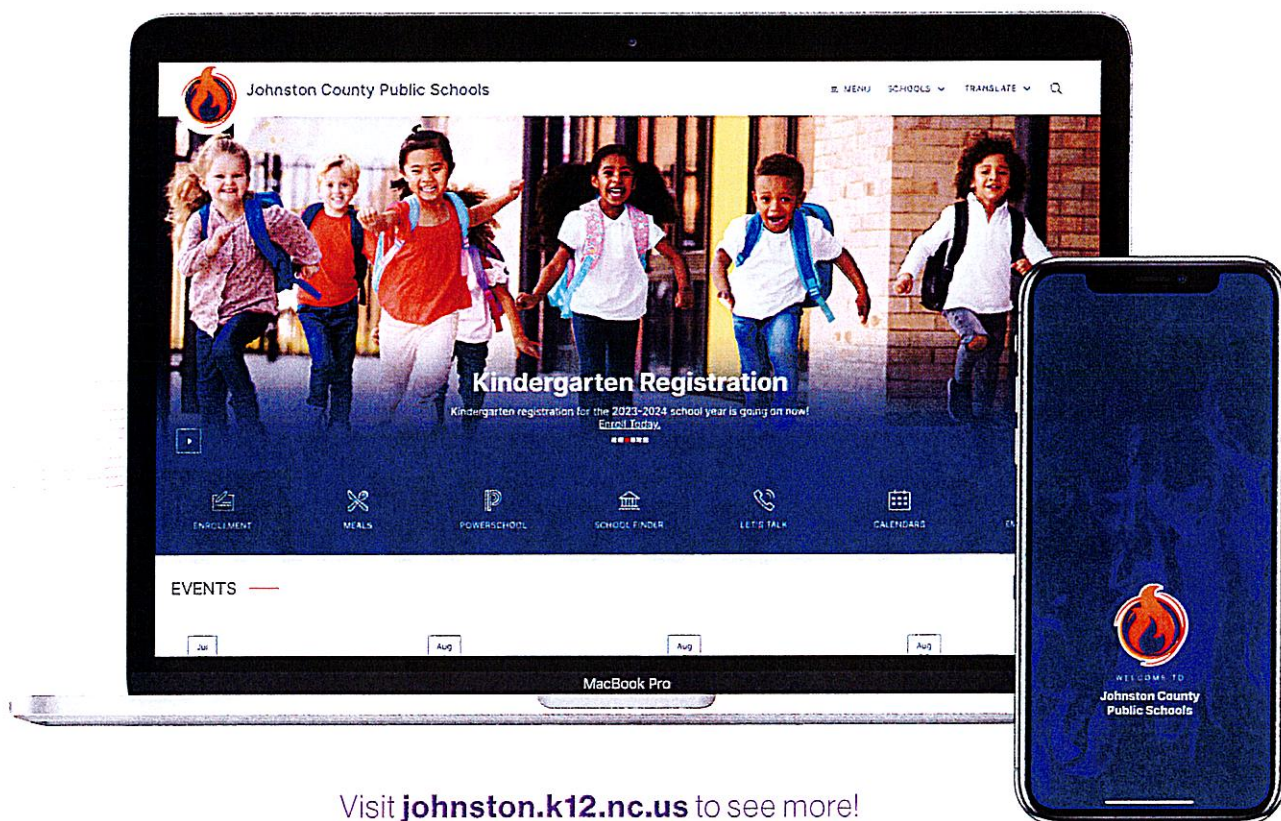
2320 US 70 Business Highway East  
Smithfield, NC 27577

**Client Since:** April 2023

**Enrollment:** 37,823

**List of Services:**

- Thrillshare publishing platform
- ADA-compliant website redesign
- Custom mobile apps for iOS and Android
- Mass notification system (text messages, voice calls, emails)
- Content migration
- Unlimited training and support



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# **Additional Response to Scope of Work**





## **Scope of Work**

### **Hosting and maintenance of the school district's website and associated web applications.**

Yes. We will host and maintain your school district's website, as well as your associated web applications as it relates to our Thrillshare publishing platform (mobile app, mass communication system, and two-way communication system).

### **Ensuring high availability and uptime of the website.**

Yes. We host all of our services, including your website, on Amazon Web Services, leveraging their network and data centers to scale and provide rapid access to all of our services. Additionally, our standard SLA guarantees 99% uptime of our services.

### **Implementing robust security measures to protect against unauthorized access and data breaches.**

Yes. Apptegy maintains comprehensive security practices and policies, including industry-accepted administrative, technical, and physical security controls. Our practices and policies promote the security of our services and the availability, integrity, and confidentiality of client data in our care. We review our practices and policies at least annually and update them as appropriate. We work to stay informed about industry requirements and changing standards, and work to implement best practices as they evolve. Please see our privacy policy for more information, which can be found at <https://www.apptegy.com/privacy/>.

Additionally, Apptegy uses Amazon Web Services (AWS) to host and operate our services, and to host and process client data. AWS supports more security standards and compliance certifications than any other hosting provider, including ISO, SOC2, NIST, GDPR, PCI-DSS, and others. Comprehensive information about AWS security practices and certifications is available at: <https://aws.amazon.com/security/> and <https://aws.amazon.com/compliance/>.

### **Regular backups and disaster recovery procedures to minimize data loss.**

Yes. We promote the availability of our services and client data with industry-accepted continuity and recovery practices. Client data is backed up daily. We sample test backups at least quarterly to confirm they are working as intended. Our services facilitate software rollbacks and code replication when necessary.

### **Scalability to accommodate potential growth in website traffic and content.**

Yes. The Apptegy infrastructure is built to be highly scalable — as needs arise and usage increases, we will continue to scale our infrastructure to support additional usage. Apptegy continues to improve and iterate upon our infrastructure offerings to provide enhanced performance, security, and reliability.

### **Technical support and troubleshooting services.**

Yes. All technical support and training is included and unlimited throughout our partnership.

For more on our free and unlimited support, see pages 93-95.

### **Compliance with all applicable laws and regulations regarding data protection and privacy.**

Yes. We comply with all relevant student privacy laws in all 50 states. Apptegy respects and values the privacy of student data, and we work hard to protect it. When a law or regulation creates direct obligations for Apptegy about student data privacy, we comply with it. For example, Apptegy collects, uses, and maintains student data in accordance with the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy and Protection Act (COPPA), and only as is set out in our online Policy and Terms of Use (found at: <https://www.apptegy.com/privacy-policy/> and <https://www.apptegy.com/terms-and-conditions/>).

When a law or regulation creates obligations for a client about student data privacy, we work with the client to allow the client to comply. For example, through our services, Apptegy collects, uses, and maintains student data under the direct control of our clients as is required under FERPA.

### **Content migration from the current provider/platform must be included at no additional cost, or must be included in the total cost of the website.**

Yes. We'll migrate any pages, links, documents, etc. you'd like to your new site. Our in-house Apptegy team will do 100% of the migration by hand, because we know migrating content is not just about mirroring existing pages — it's about making sure



your content makes sense in its new environment. Our migration services will be included within your one-time website design cost, without limitations, meaning we will revise migrations until they're perfect. Typically we will migrate a sample set of pages, get feedback, and then are able to complete the rest of the migration without many revisions.

**Must complete documentation required by NC Department of Public Instruction (NCDPI) for third-party data synchronization. Applicable information and forms can be found here: <https://www.dpi.nc.gov/about-dpi/technology-services/third-party-data-integration>**

We will be able to comply with NCDPI's requirements for third-party data synchronization and provide the requisite documentation after the August 1 implementation deadline.

### A. Website

**1. Must be the vendor's proprietary Content Management System (not open source) that is built specifically for K-12 school districts.**

Yes. Our proprietary Thrillshare publishing platform was built specifically for K-12 public school districts.

**2. Fully customizable design at no additional cost (unlimited design and consultation hours included).**

Yes. We will work with you to create a web design that's customized to your district brand. We do not limit the hours of consultation or number of design iterations we'll do.

For more on website design, see pages 9-14.

**3. Fully customizable campus website designs at no additional cost (unlimited design and consultation hours included).**

Yes. As mentioned, we will work with you to create a web design that's best for your district. Your campus websites will be customized per their specific branding, logos, colors, etc. We do not limit the hours of consultation or number of design iterations we'll do.

**4. Fully responsive design for all modern browsers and devices.**

Yes. We build all of our websites to be fully responsive on any modern device, browser, and screen size.

**5. At least once per year, must offer a complete redesign of the website at the request of the district, at no additional cost.**

Yes. As part of our ongoing partnership, we offer a complete free redesign of your site every year so your website stays fresh and we can stay flexible whenever your branding evolves over time.

**6. Must be hosted with Amazon Web Services or equivalent service in terms of security and reliability.**

Yes. We host all of our services, including your website, on Amazon Web Services.

**7. Must contain a fully native internal website search (no external embeds, i.e. Google).**

Yes. Our state-of-the-art search engine lives natively on every page of the website and updates dynamically, so you don't need to navigate away from a page or refresh to search. The search function dynamically searches as you type and even uses "fuzzy" matching so users don't need an exact match. For example, if you search for "superinyendent" (a simple typo), you will still see search results for "superintendent."

Feel free to try out the search engine on any of our reference websites!

**8. Must include the ability to include pop-up alerts through the website for emergency notifications.**

Yes. You can easily create a pop-up alert or banner that will appear on the home page or every page of your website. With our WYSIWYG editor, you have full control over the content without needing programming experience. We recommend only using these in emergencies because this will be the first thing someone sees when they view your website.

**9. Must have ability to incorporate full-screen mega menus to build consistent navigation between desktop and mobile use.**

Yes. In fact, we've found that a big, full screen menu offers the cleanest and easiest experience on any device.



**10. Must include a fully native, social media-like feed on the homepage and each school site's homepage, which shares content with the district social media accounts.**

Yes. Thrillshare houses a Live Feed section, which serves as LCS' very own social media-like feed natively housed on the homepages of your sites and app. Live Feed connects with your Facebook, Twitter, and Instagram accounts, meaning any post made to your Live Feed can be simultaneously posted to your website, mobile app, and social media accounts with just one click.

For more on Live Feed, see pages 21-25.

**a. Must not be an embedded social media feed and must function without any social media integrations.**

Yes. The Live Feed is not an embedded feed (which typically causes problems with translations and accessibility). Instead, the Live Feed will live natively on your site and app.

**b. The feed must be translatable with the same functionality as the rest of the site.**

Yes. Thrillshare uses powerful translation services through the Google Cloud to translate your website, mobile app, and mass notification system. This differs from the more common Google Translate by providing a substantially higher quality of translation while retaining formatting and styling. This means your Live Feed will easily translate as the rest of your website, all while maintaining its format and style.

**c. Users must be able to open up images in a popup without being redirected away from the page.**

Yes. When viewing your Live Feed, users can easily click on the image in the post, which will appear in a lightbox popup, and it will not redirect them away from the page.

**11. Native website translations without any change to the visual appearance of the site (i.e. - no Google Translate header, or similar)**

Yes. Thrillshare uses powerful translation services through the Google Cloud to translate your website, mobile app, and mass notification system. This differs from the more common Google Translate by providing a substantially higher quality of translation while retaining formatting and styling. This is a premium service we pay for, with no additional cost to you. These services cover more than 130 languages, and you can find the full list at <https://cloud.google.com/translate/docs/languages>

**12. Must be ADA compliant and contain guardrails to ensure the district remains in compliance (i.e., required alt-text for all images, pre-set font properties, etc.). If an additional plugin is required to maintain ADA compliance, the plugin cost must be included in the total for website cost. It may not be listed as optional.**

Yes. Every website we host and maintain is built to enable our clients' ADA compliance. In 2016, we began developing our websites based on the W3C's WCAG 2.0 Guidelines to maintain a minimum level of AA compliance, with the goal to reach AAA compliance wherever possible.

Even better, we help you maintain compliance by using reliable online tools to sweep clients' websites, enforcing safeguards (such as required alt text), performing manual website accessibility checks as needed, and providing ongoing accessibility training for your staff.

## B. Mobile App

**1. Must include a fully native mobile app for both iOS and Android.**

Yes. We'll build your very own LCS mobile app that's native to iOS & Android.

For more on the mobile strategy we'll help you build, see pages 15-18.

**2. The app must be custom designed according to the district brand.**

Yes. The mobile app will be designed and customized according to the LCS brand.

**3. The app must have completely separate sections for each campus. Users should be able to switch between schools from every screen with no more than two clicks.**

Yes. Your app will have native school sections for each school in your district. Switching between schools will take no more than two clicks: users will simply click on the "Schools" icon in the bottom right corner, click which school they'd like to see, and that's it!

**4. Must include the ability to send push notifications to individual, personalized groups, which the users may select.**

Yes. On the backend, you will be able to easily send push notifications to specific schools you select. Even better,



you can send a push notification from either your desktop computer or straight from your smartphone from the Thrillshare Mobile app. The push notification will be sent to users who are subscribed to the specific school(s) the notification is sent to.

**5. Must include a fully native, social media-like feed on the homepage and each school's section of the app, which shares content with the district social media accounts. This must not be an embedded social media feed and must function without any social media integrations. Posts need to have the capability to show up to four images. All images should be clickable to enlarge (not simply linking out to social media sites/apps).**

Yes. Thrillshare houses a Live Feed section, which serves as LCS' very own social media-like feed natively housed on the homepages of your app and sites (meaning no embeds necessary). Live Feed connects with your Facebook, Twitter, and Instagram accounts, meaning any post made to your Live Feed can be simultaneously posted to your website, app, and social media accounts with just one click. Posts can have up to 10 images included, and your community can easily click on the image(s) to enlarge them.

**6. Must include native content sections for the following functionality. A link to the website is not acceptable/sufficient.**

- a. News
- b. Staff Directory
- c. Calendar
- d. Lunch/Breakfast Menus
- e. Documents
- f. Forms

Yes. Your mobile app will have native content sections for each of these functionalities, meaning links to the website will not be necessary.

**7. Must automatically translate into the user's default language according to their phone's settings.**

Yes. The LCS mobile app will sync with a user's phone language settings so the app automatically translates to the their preferred language. This way, no one will have to search for a language setting.

## C. Two-Way Messaging Within the App

**1. Two-way messaging and classroom messaging must be fully integrated within the mobile app.**

Yes. Our two-way messaging system, Rooms, is fully integrated within the LCS mobile app we build for you. This way, your families will only need one app to connect with you.

For more on our two-way communication system, Rooms, see pages 63-72.

**a. Users can access messaging from any screen within the app with 1 click.**

Yes. There are individual sections for content and messages in Rooms, meaning users can easily switch between, for example, class announcements to direct two-way messages within the app with 1 click.

**b. Messaging is native within the app and not a third-party embed.**

Yes. The two-way messaging your families, students, and staff will engage in will be native within your district app (not a third-party embed).

**2. App must support logins for all parents, guardians, and students.**

Yes. Your mobile app will support logins for parents, guardians, and students in order to engage in two-way communication with one another.

**3. App must allow for direct two-way messaging and push notifications for parents and students.**

Yes. Your parents and students will use your mobile app we'll build for you to engage in two-way communication. Additionally, anyone who downloads your app can subscribe to receive push notifications from the district and individual school campuses.

**4. Messaging must be branded for the District, not for third-party organization or company (100% white labeled).**

Yes. Your mobile app will become the hub of messaging and communication for your families. From your mobile app, they will receive district/school-wide updates to two-way classroom communication messaging. This way, you're always communicating with your families within the District brand (100% white labeled).



### **5. App must provide direct translation capabilities for two-way messaging.**

Yes. Your two-way messaging will easily translate. We use powerful translation services through the Google Cloud, which cover over 130 languages. Please find the full list at: <https://cloud.google.com/translate/docs/languages>

### **6. Parents/guardians can switch between all of their children/students without logging out.**

Yes. Parents/guardians can switch between all of their children/students without logging out.

## **D. Publishing Platform**

### **1. Single publishing platform/CMS must power the website, mobile app, mass notification system, and social media. Must be provided by a single vendor.**

Yes. Our Thrillshare publishing platform will power your website, mobile app, mass notification system, and social media (as well as your two-way communication system if you choose to use this service) all from a single platform. All offerings are provided in-house through our company, Apptegy, only.

#### **a. Must have the ability to send a message from one interface and with one click to: the district website, mobile app, Instagram, Twitter, Facebook, and as a text message and phone call.**

Yes. You can send a message in Thrillshare with just one click in several ways. In Thrillshare's Live Feed, you can update your website(s), mobile app, Facebook, Twitter, and Instagram accounts, send a push notification, SMS message, and even a voice call — all at once, all from Thrillshare. All you have to do is choose which outlets you want to update, craft your message, and click publish!

For more on Live Feed, see pages 21-25.

#### **b. Must include the option to send messages to the district and multiple campuses at once, connected to each campus Facebook, Twitter and Instagram page; as well as update each campus homepage and app section.**

Yes. With Thrillshare's Global Posting feature, you can send messages to any campuses and their connected social media pages all at once. To do so, you craft your Live Feed message, choose which campuses you'd like to send the post to, and click publish.

For more on Live Feed's global posting, see page 24.

### **c. Must include approval process for messages and posts. Monitored users can submit messages that are approved by a designated approver before going live. Must have the ability to map each user to an individual approver.**

Yes. Content created by a Moderated User in Live Feed or News requires approval by an administrator before being published. In Thrillshare's User Management section, you can easily assign approvers to specific moderated users. When a moderated user makes a post, their assigned administrator will receive an email notification of that post. Then, with just one click, the approver can choose to either publish or decline the post.

Additionally, with our Page Moderation feature, you can also establish approval processes for individual page edits. Certain users can edit a page, and their edits must be approved by another user before being published live to your site.

### **2. Must include a native news/blog section.**

Yes. Thrillshare houses a native News section that is built to house your long-form announcements.

#### **a. Must include the option to send posts to the district and multiple campus pages at once.**

Yes. You can choose to have any News post also be shared to your Facebook or Twitter accounts, as well as to any other campus sites you'd like.

#### **b. Must have the ability to share a link and thumbnail to Facebook and Twitter when posting. This should share to all the social media pages of all selected schools.**

Yes. When you post a News story to your Facebook or Twitter accounts, a link to the article on your site and a thumbnail will automatically generate as the post!

### **3. Must include an event calendar that syncs with an unlimited number of district Google/Microsoft Calendars. Users must also be able to add in events manually.**

Yes. Thrillshare houses a native Events calendar, which is populated via syncs with your Google calendars through our API integrations, and we can sync with as many calendars as necessary. You can also manually add events to the calendar.

For more on Events, see pages 28-29.



**a. Must include multiple views for dates (a standard monthly calendar view and a scrolling date view) on both website and app.**

Yes. Users can view your Events calendar from both the website and mobile app in multiple formats (list view, calendar view, daily, weekly, and/or monthly view).

**b. Must include the ability to add an address to any event and provide directions from a user's location from the mobile app.**

Yes. You can always add the address to any event in your calendars. When your users see the event in the mobile app, all they have to do is click on the "Open in Maps" button for that event, and they will be redirected to their maps app with the address already inputted as the destination.

**c. From the app, users must be able to add an event directly to their personal calendar without copying and pasting the information.**

Yes. From your mobile app, users can easily add any event on the school's calendar to their personal calendar by simply clicking the "Add to Calendar" button for a specific event.

**d. Ability to share an event using native iPhone/Android functionality.**

Yes. In your mobile app, users will be able to easily share an event using the native iPhone/Android functionality.

**4. Must include an athletics section that will show the dates for all games.**

Yes. Thrillshare houses a native Athletics section that will show the dates for all of your games (in addition to the location, teams competing, etc.).

For more on Athletics, see pages 30-31.

**a. This section must have individual subsections for each team, with a schedule for all of their games within the subsection, as well as the team's overall record and scores for each game.**

Yes. There will be individual subsections for each team (i.e. - football, baseball, swim, etc.). The sections will be populated with the team schedule and scores for each game. In fact, you can update the scores in real time using the Thrillshare Mobile app.

**5. Must include a staff directory with uniformed design which can be updated via batch uploads. Staff should be filterable by department and building and must have the ability to feature name, photo, title, department, phone number, email address, and website.**

Yes. Thrillshare houses a native Staff section, which is typically updated via batch uploads. You can also manually add or edit staff members' information. This section will be uniform and consistent in design, which we will discuss more with you during the design process.

This section can be filterable by department or building. When adding a staff member to the directory, there are predefined fields (first name, last name, phone number, photo, department, etc.) where you can easily insert information that is typically found in staff directories.

For more on Staff, see pages 32-33.

**a. On the website, must have the ability to hide the email address.**

Yes. In the Thrillshare CMS settings, you have the option to hide your staff's email addresses.

**b. Must also have the option to use a contact form for each staff member instead of revealing the email address. Contact form must be spam-proof.**

Yes. In the Thrillshare CMS settings, you have the option to use a contact form for each staff member so you can hide their email addresses. To help with spam, our contact form enables a reCAPTCHA system users must go through in order to complete the form.

**6. Must include a fully native breakfast/lunch menu. We do not want to upload individual PDFs for every month and do not want to link to a third-party.**

Yes. Thrillshare houses a native Dining breakfast/lunch menu that's so simple, any of your staff can update it. With Dining, there will be no need to upload PDFs or link to a third-party menu.

For more on Dining, see pages 34-35.



**7. Must include native document storage, working with similar functionality to Google Drive. The document storage must be able to accept all document formats. It must also be able to support multiple folders and subfolders.**

Yes. Thrillshare houses a native Documents section that works similarly to Google Drive. Documents can accept all document formats, and can support the upload and organization of folders and subfolders.

For more on Documents, see pages 36-37.

**a. Each document must automatically generate a shorthand URL (bit.ly for example).**

Yes.

**b. Shorthand URL must track number of visits.**

Yes. Thrillshare Documents natively tracks the number of visits for each document.

**c. Ability to update/replace documents without changing the document URL.**

Yes. In Documents, you can update/replace documents without changing the document URL.

**8. The platform must include native forms which can be used for surveys, permission slips, etc. with easily accessible results. Forms need to be natively published to both website and app with a single click (no embedding necessary).**

Yes. With Thrillshare's native Forms, you can create surveys, permissions slips, etc. that your families can easily access and fill out all on your site. These forms can be published to both your website and app with a single click, meaning no embedding necessary!

**9. Must include a mass notification system.**

Yes. Our Thrillshare publishing platform houses a native mass notification system, Alerts — this way, you will have a true one-stop shop for all of your communications.

For more on our mass notification system, Alerts, see pages 38-50.

**a. The mass notification system must have the capability to send phone calls, emails, and text messages to all contacts registered within the district SIS and additional upload/syncs with other systems.**

Yes. With Alerts, you'll be able to send voice calls, emails, and text messages to your various contacts

synced from your district SIS or uploaded from other systems. Even better, you can send a message to all of these channels — all at once, all from Thrillshare.

**b. Pricing of this proposal must include unlimited text messages, calls, and emails.**

Yes. Our pricing includes unlimited text messages, calls, and emails.

**c. Text messages must allow at a minimum 280 characters.**

Yes. Our text message limit is 320 characters.

**d. The system must give the option to send mass text messages and phone calls while posting the same message to the district website, app, and social media accounts simultaneously.**

Yes. With Thrillshare, you'll be able to send a message via text and call while publishing the same message to your website, app, and Facebook, Twitter, and Instagram accounts — all at once.

**e. The system must sync with our SIS multiple times per day in order to keep all information up-to-date.**

Yes. Alerts will sync with PowerSchool multiple times per day to keep your information up-to-date. We can set up our integration via the Autosend feature of PowerSchool, which utilizes an automated export/import of a CSV file, transmitted through sFTP (secure file transfer protocol).

**f. Must provide the option to set up recurring messages (such as attendance notifications) that can be customized with variables such as student names, dates, etc.**

Yes. With our Recurring Alerts feature, you can set up recurring messages for attendance notifications, low lunch balances, bus route updates, etc. These messages can be customized with variables like students names, dates, etc.

**g. Must provide the option to send a call with either text-to-speech or a recorded live voice.**

Yes. You will be able to send a text-to-speech message or a voice call by either recording your voice live or uploading an audio file.



**h. Recording a voice call must happen directly through the browser (no need to call in/be called on a phone).**

Yes. You can record a voice call directly through your browser or mobile phone with the Thrillshare Mobile app.

**i. Must include the ability to easily be translated to any guardians preferred language listed within our SIS. These translations must have the option to be edited by fluent speakers.**

Yes. Your mass messages will automatically translate to your guardians' preferred language as specified in your SIS. The best part — staff who are fluent in a language can review and edit these messages for accuracy before sending them out.

**j. Must include detailed analytics, including the cause of any call/text failure, with the ability to narrow down these analytics to an individual contact.**

Yes. Thrillshare's mass notification system, Alerts, houses a native Alerts Analytics section, which provides you robust reports on any alert sent in Thrillshare. These reports contain data such as time stamps, number of successful or failed messages, and even why a message failed to send (i.e.- the constituent opted out of receiving text messages). We're happy to narrow down analytics to an individual contact for you!

**k. Must include the ability to add a user to a "Do Not Contact" list for some or all of their registered modes of contact.**

Yes. Thrillshare Alerts houses a "Do Not Contact" list. You can add users to this list easily, as well as whether you will not contact them through some or all modes of contact (text, email, call).

**l. All messages must be easily identifiable as district-generated (ex: using the district's number for calls). Must allow us to set up numbers for each school.**

Yes. For your voice call messages, we encourage the district to use their own phone numbers, which will be set up during the implementation process. Additionally, for your SMS & voice call messages, you can easily create an Intro Message (i.e.- "This message is from Lee County Schools"), and for your emails, you can create email signatures and

designate a preferred email address to send an email alert — these settings ensure your families can easily identify the message as district-generated.

**m. Must be able to generate lists of contacts through data filters within the system. For instance, the district must be able to parse down a list of all third grade guardians to a list of all third grade guardians whose primary language is Spanish.**

Yes. Alerts houses a native Data Management section. Within this section, you can use filters to manually create all the call lists you need based on certain criteria. You can even use filters to parse down from other created call lists. For instance, you can use filters to create a call list for every third grader at Deep River Elementary whose guardians' preferred language is Spanish, all from the data we retrieve from syncs with your SIS.

**n. Email editor must allow HTML code / embed of content.**

Yes. Thrillshare's email editor provides the ability to easily incorporate HTML code and embedded content into your emails.

**10. Platform includes the backend for two-way messaging as outlined above.**

Yes. Rooms is the two-way messaging system housed within our Thrillshare publishing platform.

For more on Rooms, see pages 63-72.

**a. Messaging tool must provide administrative oversight into teachers & staff messaging at the discretion of the district.**

Yes. All messaging in Rooms is secure and moderated by administrators. Even better, not only do you have oversight, security, and reporting within Thrillshare, you can even have proactive management with message flagging. This means, a teacher could flag a potentially concerning message from a parent and it would notify you to take a look.

**b. All messages are stored, archived, and accessible.**

Yes. Messages are stored, archived, and accessible by Campus Managers.



**c. Classes are set up automatically via SIS sync or SSO.**

Yes. Our Academic Term feature is built to seamlessly integrate with your SIS so you can set up and bulk import your academic enrollment information, including courses and student rosters.

**d. Ability to add an unlimited number of other groupings such as activities, athletics, etc.**

Yes. You can create an unlimited number of other groups for activities, athletics, and more.

**e. Must have the ability to integrate with Google Classroom for announcements and assignments.**

Yes. Rooms will integrate with Google Classroom, so any announcements and assignments posted in the teacher's Google Classroom can be automatically synced to display with the Rooms classroom.

**f. Teachers must have the ability to share management over a class.**

Yes. Teachers can always add other staff to their classes so they can share management over the class.

**11. The page editor must include a draft mode for any page as well as built-in preview of pages by different device types.**

Yes. When editing pages in the Thrillshare CMS, you can always keep a page in draft mode and edit it before publishing it live. Additionally, Thrillshare has a built-in Preview feature that allows you to see how the page will look on various device types.

**12. Must be able to design webpages with “drag and drop” layout and content elements in a “What you see is what you get” page editor.**

Yes. Our Thrillshare publishing platform was designed specifically for school districts and to make web page creation and editing as easy as possible. As such, our platform utilizes the drag-and-drop and What You See Is What You Get editing tools, as well as various elements to make web page designing simple for those who have zero coding or designing experience.

**13. The page editor must also include the ability to add custom HTML, CSS, and Javascript.**

Yes. Even though you don't need to know HTML to update the CMS, users who are proficient in HTML can add their

own or add an iFrame to embed third-party content. The HTML editor accepts HTML, CSS, and Javascript. iFrames allow you to embed any type of external content such as forms, external slideshows, etc.

**14. All images that are added to the website must require alt-text.**

Yes. Accessibility is always a top priority for us, which is why we've built our platform with safeguards to help maintain compliance, including required alt-text for all images added to any web page.

**15. All images must be editable while still retaining aspect ratio and without stretching the image.**

Yes. Thrillshare provides you native tools to edit your images within the platform (i.e. - adjust image dimensions, alignment, and add a caption) while still retaining aspect ratio and without stretching the image.

**16. Must be able to embed videos from YouTube or Vimeo without requiring embed code.**

Yes. You can embed videos from your preferred hosting platform (Youtube and Vimeo) with just the URL from the platform. This also provides the benefit of retaining a video's closed captions for ADA compliance.

**17. District users must be able to edit the overall site menu down to three levels.**

Yes. In fact, our site menu will only drill down to three levels maximum in order to avoid creating a frustrating experience for your site visitors. Thrillshare has a specific section dedicated to the Site Menu so your staff can easily edit it.

For more on the Site Menu, see pages 57-58.

**a. The CMS must allow users to create new menu items in draft mode. This draft mode must hide all content listed under a drafted heading.**

Yes. You can keep headers in draft mode so you can edit (and hide) content as needed and publish it live when you'd like.

**b. Must include roles and permissions for individual users, which will be set on a per-school and per-page basis.**

Yes. Thrillshare houses a native User Management section that allows you to set individual user



permissions on a per-school, per-page basis. This way, you can permit certain users to access and edit certain parts of your site. Our roles include Admin, User, and Moderated User.

For more on User Management, see page 73.

### E. Mobile Backend

#### **1. Provide an app that will allow us to send a message to the district website, app, and Facebook, Twitter, and Instagram, as well as send a text and call, all at the same time.**

Yes. Using the Thrillshare Mobile app, you will be able to update your website, mobile app, Facebook, Twitter, and Instagram accounts, as well as send a text and call — all at once, all from Thrillshare Mobile.

#### **2. The mobile backend must allow for sending to one school site or multiple sites. If multiple are selected, it must update all connected Facebook, Twitter, and Instagram pages as well.**

Yes. With Thrillshare Mobile, you can choose to send the same message to any individual school site(s) as well as their connected social media pages.

#### **3. The mobile backend must have the same call/text lists as the desktop publishing platform.**

Yes. Thrillshare Mobile will have the same call/text lists as the desktop publishing platform.

#### **4. App must include the ability to record a call from the app (without having to call/be called).**

Yes. Using Thrillshare Mobile, you can send a voice call by recording your voice straight from your smartphone!

#### **5. The app must also include the ability to publish long form articles to the “news” section.**

Yes. Thrillshare Mobile allows you to update your website's most critical content, including News (long form articles), Live Feed, Athletics, and Events.

#### **6. Administrators must be able to approve posts-to-be-published from the app.**

Yes. Administrators can approve posts-to-be-published from within the Mobile App. Approval is as simple as reviewing the content and pressing either Decline or Approve!

#### **7. Authorized district users must be able to add events to the calendar from the app.**

Yes. Authorized district users can add events to the calendar within the Thrillshare Mobile app.

#### **8. Authorized district users must be able to update scores for the athletic section of the app.**

Yes. Authorized district users can update scores in the Athletics section of your website and app, allowing them to update scores in real time while the game is happening!

#### **9. Teachers must be able to log in to message their classes, students, and parents/guardians.**

Yes. To access the two-way communication system, teachers will utilize the LCS mobile app to log in to Rooms. Within Rooms, teachers can message their classes as a whole, or engage in direct messaging with students and parents/guardians.

### F. Training and support

#### **1. Full training and support must be unlimited for any district user, at any time throughout the contract.**

Yes. All training and support is included and unlimited for any of your district staff users at any time throughout the contract.

For more on our training and support, see pages 91-95.

#### **2. We expect there to be approximately 200 power users who will on average contact support once a week and will expect an individual 1:1 training once or twice a school year. Please confirm that this amount of training and support will be included.**

Yes. All training and support is included and unlimited. We encourage your staff to reach out to us anytime they have questions, and you will have a personal Client Success Manager who will conduct individual 1:1 training sessions with you.

#### **3. 1:1 teacher training fully included for all teachers.**

Yes. Your Client Success Manager will be happy to conduct 1:1 teacher trainings (which are free and unlimited).



**a. Company must commit to unlimited and ad hoc 1:1 training with every teacher at the district for no added cost.**

Yes. We will never charge for initial or ongoing training. Your Client Success Manager will be happy to conduct 1:1 and group trainings for you on an as needed basis.

**b. Unlimited 1:1 zoom calls or immediate chat support for every staff member, teacher, and coach.**

Yes. All support is included and unlimited, and we encourage your staff members, teachers, and coaches to reach out to us for support. Your Client Success Manager is happy to conduct trainings via 1:1 Zoom calls. We typically record these sessions and provide them as on-demand content for your users, which means your tutorials are tailored to LCS' specific set up (rather than generic instructions).

We also have an in-house support team that can be contacted via live chat, email, and call during our standard support hours (Monday - Friday, 8 am - 5 pm CT). Our median response time during these hours is 33 seconds, and resolutions are typically provided in minutes.

**4. Training must be conducted and recorded via Zoom or Google Meet sessions in order to retain individualized instructions for trained users.**

Yes. We typically conduct our training via Zoom and record these sessions so we can provide them as on-demand content for your users. This way, your tutorials are customized to LCS' setup rather than generic instructions.

**5. Must provide an online library of help documents for district users.**

Yes. When a user logs in to Thrillshare, they are greeted with a library of online help articles that are accessible to your district staff users at any time. These help documents cover every aspect of our platform and give users a step-by-step guide of the product.

**6. Must provide full, comprehensive ADA Training for all users, free of additional charge.**

Yes. All training is free and unlimited for all of your staff users, including full, comprehensive ADA training. Your Client Success Manager will provide these trainings.

**7. Must provide a dedicated contact at the company for the district, who may be reached after hours in the case of an emergency.**

Yes. You will have a dedicated Client Success Manager (CSM) who will be your personal support contact throughout our partnership. You will have the contact info of your CSM so you can contact them after hours in the case of an emergency.

**8. Must have an average response time to any reported incident of under a minute.**

Yes. Our average response time during our standard business hours is 33 seconds, and you'll typically receive a resolution within minutes.

**9. Must include a live, online chat for support, as well as a phone number and email.**

Yes. Our entire support team can be reached during standard business hours via live chat, call, and email. Of course, you'll also have the contact info of your Client Success Manager who will be your point person for any training, support, marketing consulting, and best practices advice you need.

**10. Chat support must be available from within the publishing platform.**

Yes. Once your staff logs in to Thrillshare, any of them can easily reach our support team via the Live Chat housed within our publishing platform!

**11. Support must include a manual sweep of the website every month for any accessibility issues.**

Yes. As part of our ongoing support and in addition to using reliable tools and resources to check your site for ADA compliance, we will do a monthly manual sweep of your website. These manual sweeps will help catch issues that a tool might not, like incorrect alt text on photos.

**12. The company must help the district with promotional materials to advertise the new website and app.**

Yes. Once you launch your new online tools, we work together to drive adoption of these new tools. This is where your launch campaign gets executed. You will be working closely with your Client Success Manager, Aubrey, on trainings and best practices.



# Pricing





# Thrillshare Media

Our pricing structure is really simple—we only charge for two components: implementation and annual cost, as outlined below. This pricing includes all deliverables in this proposal.

## One-Time Up Front

<b>Website &amp; Mobile App Development</b> iOS & Android apps + new website + 17 school sites	Included
<b>Data Migration</b> Unlimited pages, documents, etc.	Included
<b>Initial Training</b> Unlimited number of virtual training sessions	Included
<b>Total</b>	<b>\$18,000</b>

## Annual

<b>Thrillshare Publishing Platform</b> Publishing Platform (desktop & mobile) for 9,000 students	Included
<b>Website Design &amp; Hosting</b> Includes 1 free re-design per contract year	Included
<b>Support, Maintenance &amp; Training</b> Unlimited users, support requests, training sessions, etc. throughout our partnership	Included
<b>Alert &amp; Notification System</b> Unlimited text messages, emails, and push notifications throughout our partnership <i>This would replace your current mass notification system.</i>	Included
<b>Total</b>	<b>\$35,650</b>



# Rooms

We've found that most teachers use different tools to directly communicate with students and guardians, which can often overwhelm both parties. That's why we built Rooms: to take conversations from disparate channels and unify them in one place. Plus, everything can be safely monitored by guardians and your administration.

## One-Time Setup & Professional Development

<b>Rooms Development</b> Mobile app & Web-based	<b>\$23,650</b>
<b>Setup</b> Class rostering and initial setup	Included
<b>Ongoing Professional Development</b> Unlimited 1:1 trainings for all teachers	Included
Discount for purchasing Rooms at the same time as Media	<b>-\$10,000</b>
<b>Total</b>	<b>\$13,650</b>

## Annual

<b>Rooms</b> Unlimited two-way messaging	<b>\$33,400</b>
<b>Support and Maintenance</b> Unlimited users and chat support for every teacher throughout our partnership	Included
Discount for purchasing Rooms at the same time as Media	<b>-\$3,050</b>
<b>Total</b>	<b>\$30,350</b>



# Attachments





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

July 20, 2023

Lee County Schools ("District")  
Attn: James Alverson  
jalverson@lee.k12.nc.us

Re: Webhosting RFP (the "RFP")

Dear James Alverson,

Thank you for the opportunity to respond to the District's RFP. We know that Apptegy will be a great fit. The RFP does not address all, or is sometimes contrary to, the terms and expectations that are customary in agreements for the type of products and services that we provide (software-as-a-service and cloud platforms). This is common because RFP forms are often used for very different products and services. However, customary software-as-a-service and cloud platform terms are necessary because we provide our software to thousands of schools across the world, and that requires consistency across our agreements about software ownership, warranties, indemnities, liability limits, assignment in the event of changes in ownership, and other points.

As such, Apptegy's signatures in our RFP response are provided with the expectation that Apptegy and the District will negotiate a final agreement with mutually-agreeable terms – some of which may differ from the RFP. To that end we respectfully request that the District use Apptegy's Master Services Agreement (the "Master Agreement") as our final agreement. A complete copy of our Master Agreement is provided to respond to the RFP's request for a copy of the contract, and to address how the requested services will meet the District's specific needs. This is our standard contract for providing our products and services (attached). The Master Agreement is tailored to cover the customary terms for software-as-a-service and cloud platform products generally, as well as Apptegy's products, services, and practices specifically. We also believe the Master Agreement is school-friendly and reasonable by industry standards, and protects the District and its students, parents, and staff.

To date we have partnered with more than 3,500 districts and schools in all 50 states, and we have never failed to reach an acceptable final agreement with a school that chose our products and services. We are fully confident that we can work together to successfully address any point that is important to the District. Respectfully, the Master Agreement addresses many of the questions that are most common across our schools in language that has proven acceptable in many similar circumstances.

Please note that if the requests in this letter will result in Apptegy not being selected, we request an opportunity to have further discussion with the District about an appropriate path forward before the District makes a final decision. Overall we want the District's final agreement to accurately reflect Apptegy's software and related services, and our business practices. But most of all we want the District's agreement to reflect our relationship and our shared goal of a successful future together.

Thank you again for considering our response to the RFP and this letter. We are very excited to work with the District team!

Sincerely,

A handwritten signature in black ink, appearing to read "CMikula", is written over a horizontal line.

Casey Mikula  
Chief Operating Officer, Apptegy, Inc.  
casey@apptegy.com





# Powering Your School's Identity

Apptegy started in 2014 with the goal of enabling schools to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in 2023 we've partnered with more than 3,500 clients in all 50 states to build their website, custom mobile app, and the alert and notification system.

## What Makes Us Different

### 1 Thrillshare's Ease of Use

With our publishing platform, Thrillshare, **you don't need to have any programming knowledge** to update your district's website, app or notification system. Now promoting your success stories across all communication channels can be done right from your smartphone.

### 2 The User Experience for Your Community

Wherever your community interacts with you online, **they'll be able to engage with ease**. No more pinching or pulling to view your website on a smartphone or being redirected somewhere else from your app.

### 3 Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our districts. That commitment and our personal, fast and easy support has earned Apptegy an unheard of **99% client retention rate**.

“

I have to tell you, this platform is GREAT. Thrillshare simplifies the process of posting things to various school online resources to the point where I can see where we will be sharing so much with parents, especially on the APP.

...

All of you at Apptegy have been absolutely wonderful to work with. We have received great feedback on our new website and app, and one of our most recent posts reached more people than we ever have! That would never have happened without Thrillshare!

”

# Scope & Deliverables

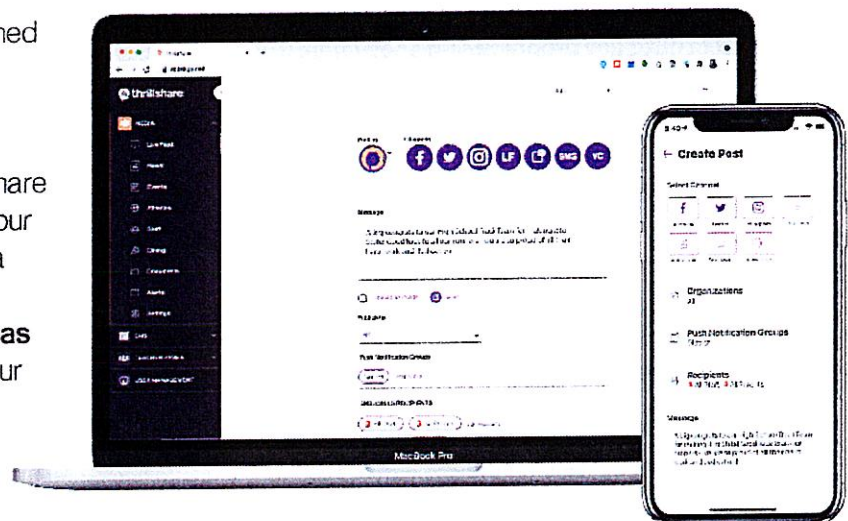
At Apptegy, we've developed the first publishing platform for school districts, so your team manages all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

By eliminating the technological barrier required to communicate, Thrillshare makes it easy to assign roles and privileges to your team to update what they care most about. With this level of customization and control, you can be confident about consistent messaging being shared with your community.

## Publishing Platform

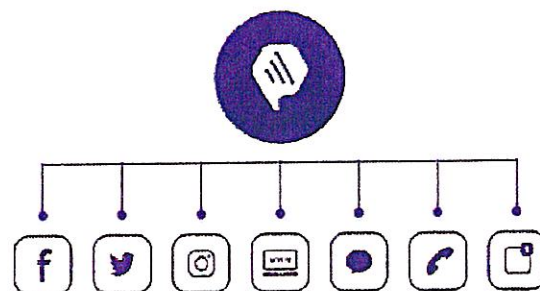
From the beginning, Thrillshare was designed to contain all your district communication channels in one place.

Built specifically for school districts, Thrillshare not only manages your website, but also your custom mobile app, all of your social media channels, and your alerts and notification system. Keeping information up-to-date is **as easy as it gets**, from the lunch menu to your calendar and news.



## Alerts

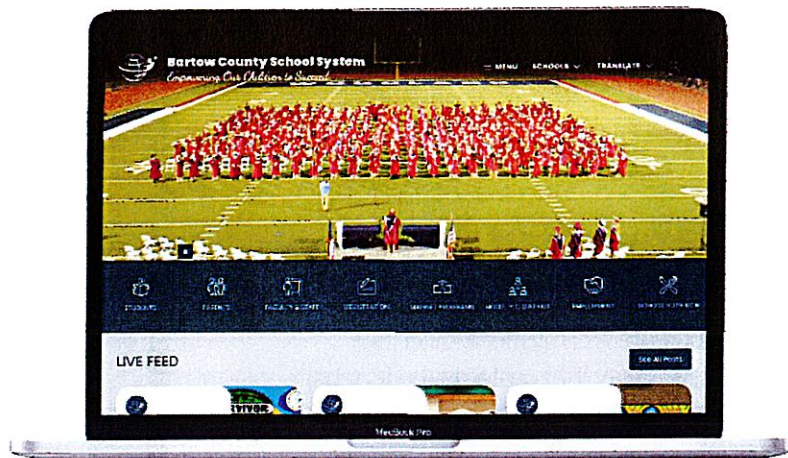
In order to save you time, we can automatically sync with your Student Information System so you can send out text, phone and email notifications. Easily send and schedule recurring alerts like attendance calls. Plus, with state-of-the-art technology, your text, email and voice calls can be automatically translated.





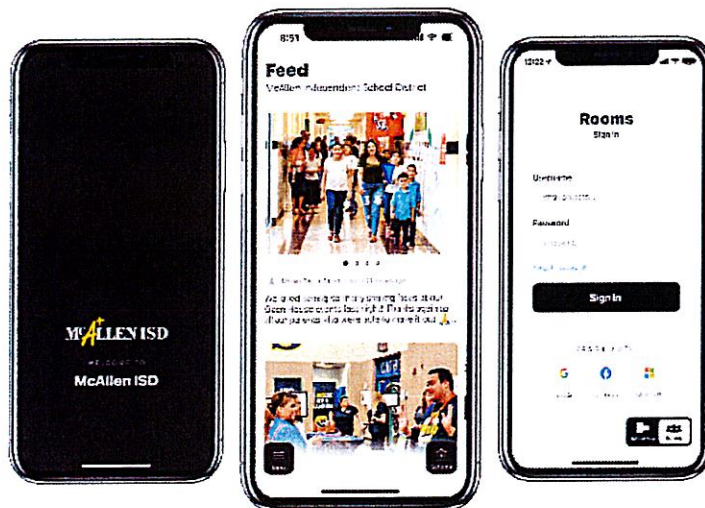
## Websites

We will work with you to understand how you want your district brand to come across by creating a new website. Within your common branding, each school webpage can be customized, using the school's specific colors, mascots, logos, etc. We want your website to stay fresh and never grow stale, so we **include a free re-design** with each year of our partnership.



## Mobile Apps & Rooms

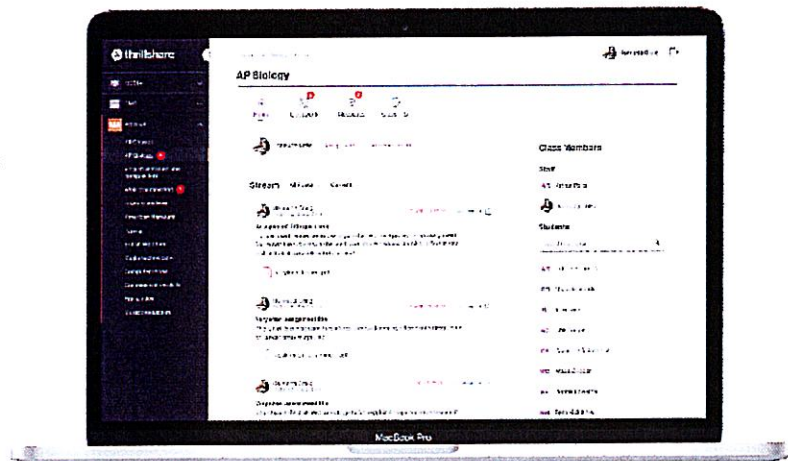
We build beautiful mobile apps for **Android** and **iPhone** that focus on what really matters: the user experience. A user experience that delights parents and community members means they will continue to come back to the app for meaningful information.



## Easy to Use

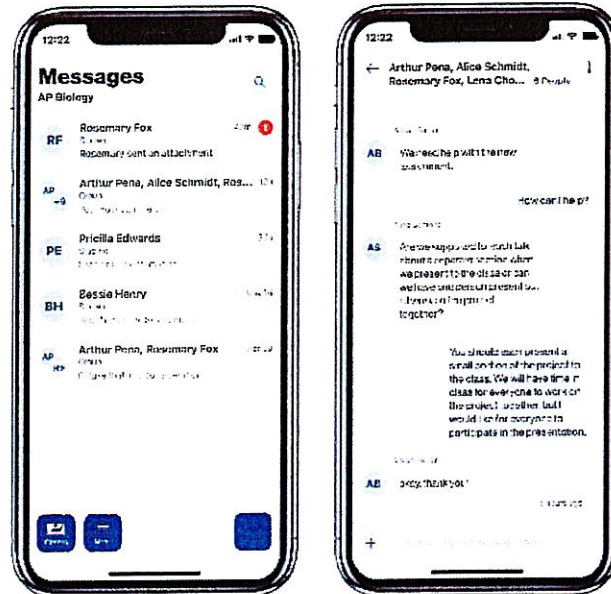
For too long, teachers have been forced to choose between communication tools that aren't intuitive or tools that are all separate from the District communications.

We've eliminated this trade-off by providing teachers, coaches, and extracurricular sponsors with tools that make it as easy as possible to communicate with their families while keeping it within the district app and website.



## Rooms Two-Way Messaging

If a student or guardian has questions about upcoming assignments, class curriculum, or anything day-to-day, they can message their teacher directly through our Messages platform. This is a safe space for teachers to communicate with students and their guardians in a way that protects the teacher and allows administrators to have proper oversight.

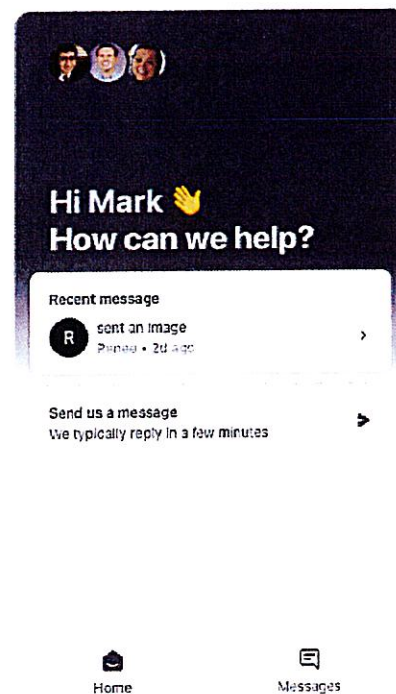


## Unlimited 1:1 Training & Support

Apptegy is the first company in K-12 Technology to offer unlimited, free one-on-one training and support to every single teacher, coach, and staff member at your district.

Every district has had a bad experience with a tool where teachers weren't able to get the help or support they needed immediately – which usually results in failed implementations.

That's why our support team is ready to provide immediate help via chat, phone call, or zoom - so that your teachers and staff are able to learn the tools as quickly and easily as possible.





# I. Estimated Transition Timeline

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## Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

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## Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

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## Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

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## Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

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## Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

---

## Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.

## II. Order Form

Client Name: Lee County Schools, NC

Address: Po Box 1010, Sanford

North Carolina 27330

Email: [jalverson@lee.k12.nc.us](mailto:jalverson@lee.k12.nc.us)

Phone: 919-774-6226

Description	Price	Qty	Subtotal
<b>Mobile App Development (one-time)</b> One-time app development for iOS and Android apps for the District + 17 campuses *Billed one-time	\$18,000	1	\$18,000
<b>Rooms Professional Development (one-time)</b> Training and support for ~586 teachers *Billed one-time	\$23,650	1	\$23,650
<b>Rooms Development Discount (one-time)</b> Discount for launching Rooms at the same time as Media	-\$10,000	1	-\$10,000
<b>Thrillshare (annual)</b> Thrillshare Publishing Platform (desktop and mobile) for ~9,000 students *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 Terms for more info)	\$35,650	1	\$35,650
<b>Rooms (annual)</b> Thrillshare Rooms Publishing Platform (desktop and mobile) for ~9,000 students *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 3% annual increases after last year of initial purchased term (see Terms for more info)	\$33,400	1	\$33,400
<b>Rooms Annual Discount (annual)</b> Discount for launching Rooms at the same time as Media	-\$3,050	1	-\$3,050
<b>Website design and hosting</b> Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
<b>Alerts</b> Unlimited text, voice, and email alerts *Subject to Carrier restrictions (see Terms for more info), including, but not limited to, character limits per SMS message [currently 320 characters per SMS message]	\$0	1	\$0
<b>Support, service, and training</b>	\$0	1	\$0
<b>Static content migration</b>	\$0	1	\$0



### III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$97,650
October 1, 2023	\$18,000 (One-time development for Media) + \$13,650 (One-time discounted development for Rooms)
Client Start Date July 1, 2024	\$35,650 (Media Annual) + \$30,350 (Discounted Rooms Annual)
July 1, 2025	\$66,000 (Media Annual + Rooms Annual)
July 1, 2026	\$66,000 (Media Annual + Rooms Annual)
Renewal July 1, 2027	\$66,000 (Media Annual + Rooms 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.

Client	Apptegy, Inc.
By:	By:
Name:	Name:
Title:	Title:
Date:	

## 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. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Services and for all other fees due upon execution. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s) (as defined below). 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 in full upon execution of this Agreement, (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 unlimited text, voice, and email messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). 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 a Carrier places new or modified restrictions on Apptegy, 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 Services that arise from or in connection with Carrier 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;



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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.





# Lets keep the conversation going!



**Ayron Young**

Sales Representative

(501) 529-0193

[ayron.young@apptegy.com](mailto:ayron.young@apptegy.com)



**Yury Touchstone**

Strategic Partnerships Manager

(501) 563-8356

[yury.touchstone@apptegy.com](mailto:yury.touchstone@apptegy.com)









James Alverson &lt;jalverson@lee.k12.nc.us&gt;

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## LCS Web Hosting Services: Contract

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**Rebecca Measamer** <rmeasamer@lee.k12.nc.us>

Wed, Aug 2, 2023 at 4:46 PM

To: Stephen Rawson <srawson@tharringtonsmith.com>, Susan Britt <sbritt@lee.k12.nc.us>, James Alverson <jalverson@lee.k12.nc.us>, Rebecca Measamer <rmeasamer@lee.k12.nc.us>, Stacie Eggers <seggers@lee.k12.nc.us>, Chris Dossenbach <cdossenbach@lee.k12.nc.us>

Mr. Rawson,

We are scheduled to take web hosting services to F&T Committee and Finance Committee meeting this month and to the Board in September. Please review the attached contract. Let me know if you have any questions or concerns or if we can move forward as is.

Thank you,

Rebecca Measamer  
Director of Technology  
Lee County Schools  
919-774-6226 Ext 2640

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**LCS Webhosting Contract\_Apptegy.pdf**

3616K



James Alverson &lt;jalverson@lee.k12.nc.us&gt;

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## LCS Web Hosting Services: Contract

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**Stephen Rawson** <SRawson@tharringtonsmith.com>

Mon, Aug 7, 2023 at 11:37 AM

To: Rebecca Measamer <rmeasamer@lee.k12.nc.us>, Susan Britt <sbritt@lee.k12.nc.us>, James Alverson <jalverson@lee.k12.nc.us>, Stacie Eggers <seggers@lee.k12.nc.us>, Chris Dossenbach <cdossenbach@lee.k12.nc.us>

Rebecca,

We have negotiated some additional language with Apptegy in several other district recently. I am sending you what I have on file as the final product of those additional negotiations (I have amended them to name Lee County instead of the other districts). This should be sufficient for the purpose, and I do not expect Apptegy to have any concerns.

One important note (which Apptegy is aware of): DPI has promulgated guidance regarding third-party integration services and data security. DPI has a standard data security agreement that they will be requiring as part of future data integration agreements. This process is still quite messy, so DPI has postponed the active date of the requirements to January 1, 2024. However, this may have implications for this agreement, since it is a three-year agreement. The attached addendum reduces it to one-year guaranteed, with automatic renewals after that. That will allow LCS to assess whether the new DPI rules in early 2024 require changes before proceeding with this agreement again next year.

Please review the attached and let me know if you have any questions. I do not think Apptegy will have any concerns, but let me know if they do. We will continue to work with them regarding the DPI issue, and I will let you know if anything changes on that front.

Best,

Steve

[Quoted text hidden]



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**R2799556.DOCX**

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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, Lee County Board of Education ("Client").

Apptegy and Client hereby acknowledge and agree:

1. The initial term of the Agreement will begin on the date signed by both parties and will terminate on June 30, 2024, unless renewed as provided for herein.
2. The Agreement and its terms will automatically renew for successive, additional periods of one (1) year. Prior to the beginning of any renewal term, Apptegy will use commercially reasonable efforts to provide Client written notice prior to the start of the renewal term of the dates for the upcoming renewal period and renewal price. Client may elect not to renew the Agreement and will not be required to pay any additional fees or repay any prior discounted amounts in the event of such non-renewal. Client may terminate the Agreement for convenience at any time without penalty. Should Apptegy fail to provide Client the written notice described herein, Client may elect not to renew the Agreement and, in such event, Client will not incur any charges or fees for the renewal period. For clarity, notwithstanding the foregoing, all fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.
3. Any advertising or marketing by Apptegy to a teacher, administrator, or staff member under a School-Created User Account, as those terms are used and/or defined in the Apptegy Privacy Policy, shall only be the extent permitted by applicable law. For clarity, such End Users may opt out of these notifications at any time as provided for in the Privacy Policy. Apptegy agrees that it shall not engage in any targeted advertising to Client's users, and Apptegy further agrees that it shall not sell or rent any of Client's User data.
4. The Agreement is governed by the laws of the state of North Carolina, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts of Lee County, North Carolina, for any dispute that relates to the Services or the Agreement. For clarity, Client does not agree to any term in the agreement submitting Client to binding arbitration.
5. Apptegy's Terms of Use and Privacy Policy, as each may be amended, are incorporated into the Agreement in their entirety, as applicable to Client. Notwithstanding the foregoing, Apptegy will use commercially reasonable efforts to provide Client with prompt written notice of any changes to the Terms of Use and/or Privacy Policy that materially and adversely impact Client's rights or obligations under the Agreement. Such notice shall be by commercially reasonable means, including without limitation, pop-up or banner notice on the Services or by email notification to appropriate contact information provided by Client to Apptegy.
6. 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.
7. Apptegy's aggregate liability will not exceed three (3) times the amount paid to Apptegy by Client for the Services in the prior twelve (12) months.
8. Apptegy will provide Client with a copy of Client's data stored by Apptegy upon request at any time during the term of the Agreement. After termination of the Agreement, Apptegy will provide a copy of stored Client data upon request (to the extent such data has not been previously deleted in accordance with a Client request pursuant to Paragraph 11 of this Addendum).
9. **Compliance with Laws.** Apptegy is responsible for compliance with federal, state, and local laws and regulations to the extent they govern Apptegy's activities, including providing the Platform ("Thrillshare") to Client, and hereby agrees to comply with FERPA, PPRA, and COPPA, as defined below, in all respects to the extent applicable to Apptegy and its provision of services under this Agreement. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right and Privacy Act and its implementing regulations ("FERPA"), the Protection of Pupil Rights Act and its implementing regulations ("PPRA"), and the Children's Online Privacy Protection Rule and its implementing regulations ("COPPA"). The parties agree that they intend





Apptegy, Inc.  
2201 Brookwood Dr., STE 115  
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for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA.

10. **School System Data.** As between Client and Apptegy, Client owns data input into the Platform, or otherwise provided to Apptegy, by Client and End Users, that constitutes personally identifiable information (as defined under FERPA), such as student and parent contact information, ("Client PII") and any other data and content input into the Platform, or otherwise provided to Apptegy, by Client and End Users or on their behalf, such as the content of push-notification messages, survey questions, etc. ("Non-PII" and together with PII "Client Data"). Client hereby grants Apptegy a nonexclusive right and license during the Term to use Client Data to perform Apptegy's obligations under this Agreement.

11. **Data Confidentiality.** Apptegy agrees:

- a. In the event of an unauthorized use or disclosure of Client PII which is caused solely by the acts or omissions of Apptegy, Client may immediately terminate this Agreement with no penalty or early termination fees, and may demand the immediate return or deletion of any all Client Data.
- b. Upon confirmation by Apptegy that an unauthorized party has used or disclosed Client PII that Client has provided Apptegy or that Apptegy has collected on Client's behalf via this Agreement, in a manner which compromises the security or privacy of such Client PII ("Security Incident"), Apptegy will promptly, or if required by Law in such other time required by such Law, notify Client and will use commercially reasonable efforts to cooperate with Client's investigation of such Security Incident, which may include providing available information, such as a written report regarding the cause of the Security Incident and Apptegy's remediation efforts, as reasonably requested by Client, except that Apptegy shall not, in its sole discretion, be required to disclose any proprietary information regarding its data security practices or any other information that would create vulnerabilities in its security systems or practices.
- c. Apptegy will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Apptegy shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Apptegy to perform its obligations under this Agreement. Apptegy agrees that it will implement technical, physical and administrative safeguards designed to protect Client PII against loss, deletion, and unauthorized uses or disclosures no less rigorously than those safeguards it has implemented designed to protect its own confidential information. Apptegy further agrees that all Client Data shall be stored in the United States.
- d. Notwithstanding the foregoing and, subject to the limitations herein, in the event of unauthorized use or disclosure of Client PII obtained via services under this Agreement, Apptegy shall, indemnify and hold harmless Client and its members, agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses directly resulting from the unauthorized use or disclosure of Client PII directly caused by a grossly negligent act or omission or intentional act of Apptegy or its agents and/or employees.
- e. Except as done at the direction of and/or on behalf of Client in order to provide the Services pursuant to the Agreement, Apptegy may only publish Client's Non-PII, or Client Data, upon receipt of Client's prior written consent. Apptegy agrees to use the Client Data for no other purpose other than those expressly authorized by Client and applicable law in this Agreement. Apptegy agrees not to mine Client Data for any purposes other than those agreed to in advance writing by Client. Data mining or scanning of user content for the purpose of advertising and/or marketing employees except as otherwise set forth in the Agreement is strictly prohibited.
- f. Upon receipt of commercially reasonable written request from Client, within ninety (90) days following termination, Apptegy shall: (i) provide Client a copy of stored Client Data (including messages sent via the Platform) and (ii) delete or otherwise render unrecoverable Client PII in Apptegy's possession in a manner consistent with media sanitization practices described under industry recognized standards. No other entity, including any subcontractors of Apptegy, shall be authorized to continue possessing or using any Client PII or non-public Client Data., and any such data remaining on any computers, servers, or other technological devices of Apptegy or its employees, agents, or subcontractors, shall be permanently deleted. Apptegy shall certify in writing to Client that such purge has been completed. Notwithstanding the foregoing, for clarity, Apptegy may retain information about its business contacts and business relationship with Client for longer (for example: to comply with legal





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Little Rock, Arkansas 72202

obligations, resolve disputes, or as otherwise permitted or required by applicable law). This section shall survive the expiration or earlier termination of this Agreement.

- g. Subject to reasonable security and confidentiality protocols, Apptegy shall cooperate with Client or with any other person or agency as directed by Client, in monitoring, auditing, or investigating activities related to Apptegy's use and safeguarding of the Client PII. Notwithstanding the foregoing, such monitoring, auditing, or investigating activities will be at Client's sole expense and its auditors will maintain the confidentiality of any trade secrets of Apptegy that may be accessed during an audit conducted under this Agreement.
12. **Compliance with Applicable Laws.** If applicable, Apptegy agrees to comply with Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees in North Carolina and that it is and will remain in compliance with these laws at all times while providing services pursuant to the Agreement.
13. **Applicable School Board of Education Policies.** Apptegy acknowledges that the Lee County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. Apptegy acknowledges and agrees that Apptegy personnel will abide by all applicable Client policies and regulations relating to conduct of its personnel while present on Client premises, including policies relating to weapons, drugs and alcohol, tobacco, and interactions with staff and students. Apptegy acknowledges that Client policies are available online at <https://boardpolicyonline.com/?b=person>. In the event Client makes changes to the policies and regulations applicable to Apptegy personnel performing services on Client premises, Client will advise Apptegy of such changes prior to allowing Apptegy personnel on Client premises. Apptegy acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Apptegy shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). Apptegy shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Client reserves the right to prohibit any contractual personnel of Apptegy from delivering goods or providing services under this Agreement if Client determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to Client's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement.
14. **Insurance.** Apptegy agrees to maintain Commercial General Liability, Cyber Liability, and Professional Liability in the amount of at least \$1,000,000 each occurrence, and at least \$2,000,000 General Aggregate. Apptegy shall maintain other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Agreement.
15. **Restricted Companies List.** Apptegy represents that as of the date of this Agreement, Apptegy is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Apptegy also represents that as of the date of this Agreement, Apptegy is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
16. **Anti-Nepotism.** Apptegy warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Lee County Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Apptegy become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Apptegy shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Agreement is grounds for immediate termination by School System without further financial liability to Apptegy.



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

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:** Lee County Board of Education (North Carolina )

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

**Name of signer:** \_\_\_\_\_

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

Apptegy

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

**Name of signer:** \_\_\_\_\_

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

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

**Finance Officer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_