



**Alert Solutions, Inc.**  
201 Hillside Road  
Suite 102  
Cranston RI 02920  
www.alertsolutions.com

# Service Agreement

**American Heritage Public Charter School**  
Initial: *AH*

## Who are we, and how do we work together?

Service Provider is a division of Alert Solutions, a Delaware corporation, and is in the business of operating a web-based interface system by which customers can broadcast, transmit, or otherwise distribute documents and information via electronic mail, facsimile, voice and other means. In this contract all of these means are referred to as "messaging" or "transmitting". Service Provider is authorized to enter into this contract on behalf of Alert Solutions.

Customer is establishing or has established a business relationship with Service Provider whereby Service Provider will permit the Customer to utilize its messaging facilities subject to the terms of this Messaging Content and Transmission Contract (the "Contract"). Only the President of the Service Provider is authorized to amend or waive any of the provisions of this Contract, and such waiver must be in writing signed by the Service Provider's President, in each instance. If Customer breaches any of its obligations under this Contract or the Messaging Content and Transmission Contract, the Service Provider may, at its option, terminate the Customer's access to Service Provider's website facilities. Failure to take such action in one or more instances shall not constitute a waiver of such right as to any subsequent breach by the Customer.

## What are the Service Provider's Responsibilities?

Service Provider agrees to protect the privacy and confidentiality of all mailing lists consisting of names, addresses, e-mail addresses, phone or fax numbers, together with the content furnished by Customer, from any unauthorized personnel, both within and outside Service Provider's organization, by utilizing the same method(s) used to protect Service Provider's own highly confidential data. Service Provider agrees that the Customer's lists are to be used only for the messaging selected by the Customer, and Service Provider will upon Customer's written request in each instance delete from its systems the Customer's lists and content at the conclusion of the transmission(s) contemplated within this Contract.

Service Provider may offer as an option available to Customer, Service Provider's toll-free "Do not contact" telephone number/e-mail address for Customer to include in its content. Customer is responsible for accessing this "Do not contact" list, and deleting these parties from the Customer's list.

It is agreed that all names and addresses, e-mail addresses, phone and fax numbers, and other information caused to be provided to the Service Provider by the Customer or by a list provider selected by the Customer, shall remain the sole property of Customer, or the Customer's list provider. Service Provider shall not copy or enter into any computer database, the names and addresses, e-mail addresses, phone and fax numbers in the lists in a manner that will cause the ownership identity of the Customer's lists or content to be destroyed. Our privacy standards meet or exceed all applicable federal and state regulations regarding the management, security, and maintenance of school related data (COPPA, FERPA). No personal information about our clients is ever shared with any third party without the Customer's specific written permission. Service Provider shall not rent, resell, or in any other way release the Customer list information or content.

Service Provider does not guaranty that the transmissions will result in any anticipated result. Service Provider does not guaranty that the data provided by the Customer will operate error-free with Service Provider's messaging programs. In no event shall Service Provider's liability for any damages, regardless of the form of action, exceed the monies paid by Customer to Service Provider. Under no circumstances shall Service Provider be liable for incidental, consequential, special, or exemplary damages of any kind or for lost profits.

No employee of the Service Provider is authorized to express any opinion as to whether any content or any messaging is in compliance with any applicable law. If any such opinion is expressed, the Customer agrees that Customer will not rely upon any such opinion.

## What are the Customer's Responsibilities?

Customer is responsible for all messaging using Service Provider's web based interface and client-based interface and agrees to be responsible to insure that documents uploaded and their transmission to the intended recipients, are reviewed for compliance with applicable laws, before sending messaging. Customer also warrants that neither the content nor the transmission of that content provided by the Customer violates any state or federal copyright law.

Customer may from time to time load (or request assistance of loading) its content and its lists of names, addresses, telephone numbers, fax numbers, or e-mail addresses ("lists") onto the Service Provider's facilities and cause such content to be transmitted or distributed via Service Provider's messaging facilities. Whether such lists or content are created by the Customer or procured by the Customer from third parties, such lists and contents shall be deemed to have been provided by the Customer. Customer represents and warrants to Service Provider that Customer is familiar with the applicable laws governing messaging and Customer will cause its content and the transmission of its content to comply with the requirements of the Telecommunication Consumer Protection Act, the Junk Fax Prevention Act, and the Controlling the Assault of Non-Solicited Pornography and Marketing Act, the Can Spam Act of 2003 and email lists must be Confirmed Opt In, as from time to time amended and applicable, and any other present or future applicable governmental law or regulation, whether federal, state, or local that may govern the Customer's content or its transmission to a recipient through the Service Provider.

Customer shall indemnify and hold harmless Service Provider, its affiliates, successor organizations, directors, officers, shareholders, partners and employees from and against any and all liabilities from any claims against any or all of them whether or not foreseeable, directly or indirectly resulting from the actions or omissions of Customer or parties acting on behalf of Customer, or arising out of Customer's or its agents breach of any of its representations, warranties, responsibilities, or contracts contained in this Contract. Customer shall, at its own expense, defend Service Provider against any claim alleging the Service Provider's liability for indemnified matters provided that a) Service Provider promptly notifies Customer of any claim; b) Customer is entitled to settle or defend any action against Service Provider to which this indemnity relates; and c) Service Provider reasonably cooperates with Customer to facilitate such defense. Notwithstanding the foregoing, Customer may not settle any claim or consent to any judgment without first obtaining the written consent of Service Provider, such consent not to be unreasonably withheld, and Service Provider may participate in its own defense at its own expense. This Paragraph shall survive the termination of this contract.

This Contract shall be interpreted, construed, and governed according to the laws of the State of Rhode Island, and any and all actions brought hereunder shall be heard and determined solely in the courts of Providence County in said State of Rhode Island. In addition, any dispute, controversy or claim arising out of or in connection with this contract and any subsequent amendments, including its valid conclusion, binding effect, interpretation, performance, breach or termination, and tort claims shall be brought only in the courts of the State of Rhode Island. The prevailing party in any dispute concerning this Contract shall be entitled to an award of costs and reasonable attorneys' fees incurred in enforcing same. Each party hereto hereby waives its right to trial by jury as to any dispute hereunder. This Agreement may be assigned by either party without notice in the event of a merger or sale of substantially all of the assigning company's assets or stock. The Customer may cancel this contract if the Customer provides written notification to the Service Provider that an issue exists and the Service Provider is unable to rectify the issue within 30-days of initial written notification. In the event that the contract is cancelled due to cause, the Customer shall be provided a refund of the unused paid portion of the remaining contract term within 30-days of the date of cancellation. If this contract is terminated by the Service Provider during the term of this contract due to a breach caused by the Customer, the Service Provider will provide the Customer written notice of the termination within 15-days of the breach. This contract will automatically renew upon its anniversary date unless the Customer provides a 60-day written notice of its intent not to renew to the Service Provider.



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## 1. Definitions. The terms used herein shall have the meanings set forth below:

- 1.1 "Agreement" means any Non-Exclusive End User License Contract or Application Service Provider service agreement between Alert Solutions and Customer.
- 1.2 "Peak Hours" is defined as any time between 8 AM and 8 PM Eastern Standard Time, Monday through Friday.
- 1.3 "Non-Peak Hours" is defined as any time between 8PM and 8 AM Monday through Thursday, 8 PM Friday through 8 AM Monday and all federally recognized Holidays.
- 1.4 "Network Outage" means the inability to reach servers from outside the Alert Solutions network.
- 1.5 "Software Outage" is defined as the customer's inability to utilize messaging services due to a software issue.
- 1.6 "Maintenance Outage" is defined as planned downtime of servers due to regularly-scheduled software maintenance.
- 1.7 "Emergency Outage" is defined as downtime arising from an unforeseen emergency event.

## 2. Application Availability Commitment. Alert Solutions Service Availability Commitment is defined as follows:

- 2.1 Uptime from Network Outages: 99.9997% uptime during Peak Hours, 99.9997% uptime during Non-Peak Hours.
- 2.2 Uptime from Software Outages: 99.9997% During Peak or Non-Peak Hours

**3. Maintenance Outage.** Customer will receive minimum of twenty-four (24) hours notice prior to outage. Alert Solutions will schedule all planned outages to occur weekdays after 8:00p.m EST or before 8:00a.m. EST or on Weekends. Maintenance Outages are not covered under Application Availability Commitment.

**4. Emergency Outage.** Customer will receive email and/or phone notification of emergency outage with reason for outage and estimated duration. Emergency Outages are not covered under Application Availability Commitment.

**5. Service Availability.** Service shall be deemed unavailable if the server is not responding to requests issued by Alert Solutions offsite monitoring software. Alert Solutions records and data shall be the basis for all service availability calculations and determinations. Scheduled maintenance shall not be deemed to be service unavailability. Unavailability of Customer's server due to Customer's customizations and Modifications to the Alert Solutions software, acts of the Customer or its agents, or events of force majeure shall not be deemed service unavailability for the purpose of this commitment.

**6. Service Availability Commitment Remedy.** If Alert Solutions determines in its reasonable commercial judgment that Customer's service was unavailable for amount of time exceeding Application Availability Commitment during a calendar month, Alert Solutions, upon Customer's request, will credit Customer's account for such month the pro-rated charges for the time exceeding the Application Availability Commitment. Credits will not apply to charges for services other than the Monthly Fee for the service for which this Commitment was not met. Customers with multiple services will not receive credits for unaffected services. Customer's account shall not be credited more than once per month under this Service Level Agreement.



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# Service Agreement

American Heritage Public Charter School  
 Initial: *NST*

**Billing Information**

**ANNUAL TOTAL**

**American Heritage Public Charter School**  
 1736 S 35th W  
 Idaho Falls ID 83402



Term: 12 Mth - Annually

<b>Contract Start Date</b>	<b>Contract End Date</b>	<b>Term</b>	<b>Bill Date</b>	<b>Account Executive</b>
1/14/2019	1/13/2020	12 Mth - Annually	1/25/2019	Nicholas Tavaglione

Quantity	Item	Options	Rate	Amount
366	SwiftK12 for PowerSchool - Unlimited Messaging		\$	
366	SwiftK12 for PowerSchool - PDF Builder		\$	
366	SwiftK12 for PowerSchool - Mobile App		\$	

**Comments**

Set-Up Fee

Grand Total-Year 1

*Nicholas Tavaglione, Board Chair*  
 \_\_\_\_\_  
**Customer Signature**

*1/8/19*  
 \_\_\_\_\_  
**Date**

Customer: By signing above and initialing each page, I agree to listed Prices, Terms and Services.  
 Customer will be invoiced within 14 days of Bill Date shown.

\_\_\_\_\_  
**Alert Solutions, Inc.**

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