
This School / School Network Services Agreement (“Agreement”) is entered into between School Circle Network and [the signing School or School Network] (the “Organization”).

1. Services

SchoolCircle.NET will provide the Organization with access to the SchoolCircle.NET platform as described in the Platform Terms of Service, including a public organization page, membership and volunteer management tools, event and news publishing, and, where applicable, the Organization’s own School Network of member Schools.

2. Organization Obligations

The Organization will designate at least one authorized representative responsible for managing its SchoolCircle.NET account, will provide accurate organizational information, and will use the Service in accordance with the Platform Terms of Service and any applicable school district or governing board policy.

3. Fees

Core Service access is provided to the Organization without charge. Any optional paid features are billed as described at the time the Organization elects to use them, and are governed by the Platform Terms of Service’s fee provisions.

4. Term and Renewal

This Agreement begins on the date it is fully executed and continues until terminated by either party in accordance with Section 8. Where this Agreement is associated with a fixed-term commitment, that term and any renewal terms will be reflected in the version of this Agreement executed by the parties.

5. Organization Representations and Warranties

The Organization represents and warrants that: (a) it has the authority to enter into this Agreement and that doing so does not conflict with any other agreement by which it is bound; (b) the person executing this Agreement on the Organization’s behalf is authorized to do so; (c) it will comply with the Platform Terms of Service and all applicable law, including any applicable school district or governing board policy, in its use of the Service; and (d) all information it provides to SchoolCircle.NET in connection with this Agreement is accurate. SchoolCircle.NET represents that it will provide the Service in a manner consistent with the Platform Terms of Service and, where applicable, the Student Data Privacy Agreement between the parties.

6. Organization Indemnification

The Organization will indemnify, defend, and hold harmless SchoolCircle.NET and its officers, directors, employees, contractors, and agents from and against any and all third-party claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Organization's breach of this Agreement, breach of any representation or warranty in Section 5, violation of applicable law, or negligence or willful misconduct, except to the extent directly caused by SchoolCircle.NET's own breach of this Agreement. This indemnification obligation survives termination of this Agreement.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) SCHOOLCIRCLE.NET WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, REVENUE, OR GOODWILL, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) SCHOOLCIRCLE.NET'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT, IF ANY, PAID BY THE ORGANIZATION TO SCHOOLCIRCLE.NET UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF NO FEES HAVE BEEN PAID, ONE HUNDRED DOLLARS (\$100). THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, BUT DO NOT LIMIT SCHOOLCIRCLE.NET'S LIABILITY FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WHERE SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW.

8. Termination

Either party may terminate this Agreement for convenience upon thirty (30) days' written notice, or immediately upon the other party's material breach that remains uncured for fifteen (15) days after written notice of the breach. SchoolCircle.NET may also suspend the Organization's access immediately where necessary to protect the security or integrity of the Service, or where the Organization's conduct exposes SchoolCircle.NET to liability or reputational harm, with notice where reasonably practicable under the circumstances.

9. Coverage

Where this Agreement is executed by a School Network on behalf of some or all of its member Schools, the specific Schools covered by that execution are recorded on the execution itself and may include the entire Network or only the Schools explicitly selected at the time of signing. A member School not explicitly covered by its Network's execution of this Agreement is not covered by it and, if applicable, must separately execute this Agreement for itself.

10. Confidentiality

Each party will protect the other party's confidential information disclosed in connection with this Agreement using at least the same degree of care it uses to protect its own confidential information of similar importance, and will not disclose it to third parties except as necessary to perform this Agreement or as required by law.

11. Notices

Notices under this Agreement must be given in writing to the addresses or account contact information on file with each party, and are deemed given when delivered by email with confirmation of receipt or by recognized courier.

12. Assignment

Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets, provided the assignee agrees to be bound by this Agreement.

13. Force Majeure

Neither party is liable for a failure or delay in performance caused by circumstances beyond its reasonable control, including natural disaster, act of government, or widespread internet or utility outage, provided the affected party uses reasonable efforts to resume performance.

14. Governing Law

This Agreement is governed by the laws of the State of New Jersey, without regard to its conflict-of-laws principles.

15. Dispute Resolution and Arbitration

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS THE ORGANIZATION'S LEGAL RIGHTS.

Except for a claim seeking injunctive or other equitable relief, or a claim that may be brought in small claims court, any dispute, claim, or controversy arising out of or relating to this Agreement will be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect, seated in New Jersey, before a single arbitrator, rather than in court. **ANY ARBITRATION OR OTHER PROCEEDING TO RESOLVE A DISPUTE UNDER THIS AGREEMENT WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.** Each party consents to the personal jurisdiction of the state and federal courts located in New Jersey for any matter not subject to arbitration under this section.

16. Entire Agreement

This Agreement, together with the Platform Terms of Service and any Student Data Privacy Agreement executed between the parties, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements on that subject. SchoolCircle.NET's failure to enforce any provision of this Agreement is not a waiver of its right to do so later. This Agreement may be amended only by a new version executed by both parties through the SchoolCircle.NET platform or by a signed writing.

17. Signatures

This Agreement is executed electronically by an authorized representative of the Organization, and countersigned by SchoolCircle.NET's authorized signatory upon review, as reflected in the execution record associated with this Agreement.

Signature

Print, sign, and return this page to School Circle Network to have your offline signature recorded — printing and signing this page does not by itself execute the agreement.

Signature

Date

Printed Name

Title

Organization

Document content hash (sha256): 044bf4e0da6330b123a3804e989cd1535b12a697609625711a6dfd95da9e64ce