




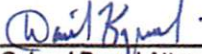


ORDER FORM

Pinellas County Schools - Anonymous Alerts [®] Student Reporting System	Module/Bundle
Anonymous Alerts[®] was developed by K12 Alerts [®] to address fundamental and core issues surrounding the quick reporting of bullying, sensitive student issues or an imminent danger to schools. Anonymous Alerts [®] is Patent Pending and received a U.S. Registered Trademark. The Anonymous Alerts [®] student reporting service is simple, secure and enables students to quickly report incidents relating to bullying, cyber-bullying, depression, drugs, gang-related issues, harassment, weapons on campus or unusual student behavior which may warrant immediate attention by school officials.	YES
Bullying state laws and policy compliance	YES
iPhone and Android/Google Apps for Incident Reporting Students download apps for free, activate and send reports.	YES   
Hosted Website - Hosted school branded Anonymous Alerts [®] website for students to send reports, you link to the site from your district, schools and parent and student resources sections.	YES 
School Officials receive email and/or Text-to-Cell message containing the anonymous submissions. Submitter receives a Unique Code can be used to call into the school or track the incident.	YES 
Incident Photo Upload - Ability for a student to upload a photo from a computer, iPad, iPhone or any Smartphone with text descriptions about an incident and location.	No
Communicate directly with students through private 2-way anonymous messages on the server.	YES
Computer IP address tracking by request only.	YES
Forward an anonymous submission to up to 5 staff members.	YES
Note taking area for incident reporting, follow-up and archiving.	YES
New iPad and iPhone Incident Management App - Manage incidents, notes, forwards and replies to students.	YES
Push email reports tally all incidents for the district, specify district leaders to receive weekly reports.	YES
Student/ Parent Marketing - Customized posters, Website banners, bus stickers, Press Releases, classroom training. All marketing materials to be approved by the district in written or electronic communications with Service Provider.	YES
Administrators (unlimited) of the System receives instant reports from students or parents.	YES
Robust reporting - 12 ways to search and customize reports including Pie Charts, Open/closed cases, credible/non-credible incident reports and push emails to administrators.	YES
Send push emergency notifications or goodwill messages to students on their smartphones, iPads and Tablets	YES
New On demand video training for school officials.	YES
Patent Pending	YES
Annual Pricing 7/1/16 to 6/30/17 (164 schools x \$196.00 per school)	\$ 32,144.00
Annual Pricing 7/1/16 to 6/30/17 (116,385 students x \$.10 per student)	\$ 11,638.50 WAIVED*
Pricing	\$ 32,144.00
Program Customization (20 hours)	\$ 2,000.00
Total Cost (July 1, 2016 to June 30, 2017)	\$ 34,144.00

* Waived if Agreement signed by 6/20/16

Approved As To Form:


 School Board Attorneys Office

Sign for acceptance of pricing above, Agreement and Terms and Conditions attached:

Name: _____ Signature: _____ Date: _____

**AGREEMENT
TERMS AND CONDITIONS**

This Agreement is made on June 1, 2016, (the "Effective Date") by and between Message Logix, Inc. d/b/a Anonymous Alerts® (the "Service Provider") whose address is 245 Main Street, Suite 400, White Plains, NY 10601 and Pinellas County Schools (the "Client") whose address 301 Fourth St. SW, Largo, FL 33770. The parties hereby agree as follows:

Services (Meaning those services indicated with a "Yes" mark on Cost Proposal ("Pricing Proposal or Order Form") to this Agreement under modules). Client may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the Client User Accounts. Client also acknowledges and agrees that Service Provider will need to access the Client's content for testing and operational purposes from time to time. Service Provider reserves the right to modify/update/change/ its software, technical procedures, hardware, graphical interfaces or other systems changes from time to time and/or software without notice to the Client.

Initial Service Term. The Initial Service TERM for this agreement is from July 1, 2016 to June 30, 2017 (12 mos.).

Term. The Service TERM is for 36 months of service and begins July 1, 2016 to June 30, 2019 (36 mos.).

Payment Schedule. A payment of \$ 34,144.00 is due NET 15 days from July 1, 2016. Annual renewal of \$ 34,144.00 is due net 10 days from July 1st each renewal year.

Purchase Order. Please issue Message Logix, Inc. d/b/a Anonymous Alerts a Purchase Order upon simultaneous signing of this agreement.

Service Activation and Use. Service will be activated once the signed Agreement and Purchase Order are received from the Client.

Payments and Late Charges. Payments are due Net 30 days from Invoice date unless differently stated. A late payment fee (a late charge) of 1% shall be billed to the client for any invoice that is 30 days past due to Service Provider.

Renewal/Termination. Upon expiration of an initial service TERM, this agreement shall automatically renew on a yearly basis. Client may terminate this Agreement by written notice to Service Provider at least ninety (90) days prior to the end of the Term or at any time without cause by providing sixty (60) days written notice to the Service Provider. Client or Service provider may terminate this Agreement for Cause. Cause shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice.

Non-Disclosure of Confidential Information. The Parties acknowledge that, during the course of their agreement each may be entrusted with confidential information relating to the business and products of the other Party and information relating to students and student records. The party receiving such information ("Receiving Party") agrees that it will not use such confidential information for any purpose except the performance of this Client Agreement, and that it will not disclose any such confidential information to any person unless such disclosure is authorized by the party disclosing such information ("Disclosing Party") in writing. At no time, without the prior written consent of Disclosing Party, will Receiving Party use, copy, disclose to any third party, license, transfer or otherwise exploit the confidential information unless and until it becomes public knowledge through no fault of Receiving Party. Receiving Party will use and maintain appropriate security measures to honor all of its obligations under this Client Agreement.

Privacy. Client agrees to comply with the Privacy Policy as stated on the K12 Alerts® Web site located at www.k12alerts.com.

Trademarks. The trademarks, logos and product and service names are trademarks and service marks of Service Provider. Client acknowledges that Message Logix, Inc. is the sole owner of the entire right, title and interest in the trademarks and service marks and reserves all rights to the use of such marks.

Patent or Copyright Infringement. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party

Liability. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that Client's liability is subject to monetary limitations and defenses imposed by Section 76.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by Client, nor shall anything herein be construed as consent by Client to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Client Equipment. Client acknowledges that to access and use the Product content, Client must obtain and maintain, at its sole expense, equipment and appropriate telephone service and/or broadband coverage, including telecommunication software, firewall hardware and its security software and any other software or hardware necessary to operate and maintain a connection with the server to access and use Products and Services.

Limitations on User Accounts. Usage of the Products is strictly limited to Individuals associated with the Client. Subscribing users are prohibited from publishing or in any way communicating their usernames and passwords to non-subscribing individuals, posting of usernames and passwords on websites, emails, newsletters or any other types of electronic or print media is in violation of this policy.

Force Majeure. Service Provider shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, terrorist acts or other occurrences which are beyond Service Provider's reasonable control

Governing Law. The Parties to this Agreement covenant and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflicts of laws principles thereof.

Client Initials for Acceptance: _____ Date: _____

Disclaimer of Warranties. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE PRODUCTS IS AT ITS SOLE RISK. THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, PARTNERS, SUPPLIERS, CONTRACTORS OR CONSULTANTS HAVE ANY LIABILITY WHATSOEVER FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF LIFE, LOST PRODUCTION OR CONSEQUENTIAL PROPERTY DAMAGE; COST OF CAPITAL; COST OF REPLACEMENT OFFERINGS; OR CLAIMS RESULTING FROM CONTRACTS BETWEEN THE OTHER PARTY AND ANY THIRD PARTY, INCLUDING CONTRACTS ARISING FROM ANY THIRD PARTY PURCHASE ORDERS, UNLESS SUCH LIABILITY RESULTS FROM INTENTIONAL OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF A PARTY OR ITS AGENTS.

Miscellaneous. This Agreement shall be interpreted according to the laws of the State of Florida without regard to, or application of, choice of law rules or principles. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of, or related to, this Agreement. This Agreement, including each Service Order accepted by Service Provider, sets forth the entire and exclusive agreement between the parties, superseding all prior or contemporaneous representations, proposals, quotes, agreements or understandings concerning the subject matter addressed herein. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date specified above by their duly authorized representatives.

Accepted and agreed to by (Service Provider):

 (Sign Here)

T. Gregory Bender, President
Message Logix, Inc.
d/b/a Anonymous Alert®
245 Main Street, Suite 450
White Plains, NY 10601
Date: June 1, 2016

Accepted and agreed to by (Client):

_____ (Sign Here)

Name: _____

Title: _____

Pinellas County Schools
01 Fourth St.
SW Largo, FL 33770

Date: _____

Fax Signed Agreement to 914-931-1638