



Yearbook Agreement

School Annual by Jostens, Inc. | 2568 Park Center Blvd. | State College, PA 16801 | 800-436-6030

(Use Physical 911 Address/No P.O. Boxes)

Customer Name: CONESTOGA ELEMENTARY SCHOOL
 Street Address: 4901 SLEEPY HOLLOW BLVD
 City: GILLETTE
 State: WY Zip/Postal: 82718-7496
 Customer Phone: (307)686-2373

Contact Name: Linda Farrell
 Contact Role: Yearbook Adviser
 Contact Email: lfarrell@ccsd.k12.wy.us
 Contact Phone: (307) 686-2373
 Job # 720652 Rep # 6165 N/R: _____

The Customer has selected School Annual by Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:

<https://jostens.secure.force.com/terms?lid=SAUS>

After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.

The Term of this Agreement is for the following years: **2019 through 2019**

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X _____
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

X Kristin Hartsock
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

PRINTED NAME DATE

Kristin Hartsock Sep 11, 2018
PRINTED NAME DATE

X _____
SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

PRINTED NAME DATE

Pages: 64
 Copies: 150
 Cover Type: PAPER CUST

Estimated Base Price: \$ 2005.00
 Estimated Price Per Book: \$ 13.70

\$2055.00 + \$50 Early Renewal Discount if signed by 5/31/18 = \$2005.00

PUBLICATION AGREEMENT TERMS AND CONDITIONS

Once this Agreement has been signed by School Annual Publishing Company ("School Annual"), it becomes a binding contract between School Annual and the customer named on the front of this Agreement ("Customer"). Any changes to this Agreement must be approved in writing by both parties; provided, that Customer may change the specifications, which may result in changes to the price and/or delivery.

SUBMISSION OF AND RESPONSIBILITY FOR MATERIALS:

School Annual will

provide Customer with instructions and specifications for submitting information and materials (collectively, "Materials") to School Annual. Materials include, without limitation, content, titles, photographs, videos, designs, drawings, images, artwork, songs, lyrics, recordings, page layouts and other such materials. Customer agrees to submit all Materials in a timely manner and in accordance with School Annual's instructions and specifications. Late or non-conforming submissions may result in additional charges, missed or delayed deadlines, delayed shipments, and/or rejection of submitted Materials. Customer is responsible for all Materials furnished to School Annual for incorporation in the publication or other product provided by School Annual under this Agreement, regardless of form or medium (the "Publication"). School Annual reserves the right in its discretion to refuse to process, print, reproduce or duplicate Material submitted for incorporation in the Publication, including Material which may reasonably be believed to violate patent, trademark, copyright, license or other proprietary rights or be pornographic or offensive, provided School Annual assumes no duty to make such determination. Except to the extent expressly prohibited by applicable law, Customer agrees to indemnify and hold School Annual, its licensors, and its affiliates harmless to the fullest extent permitted by law from any and all damages of every kind and character (including reasonable attorneys' fees) arising out of claims, defenses, demands, actions or proceedings that may be asserted or brought against School Annual by parents, students or any third party (a) on the grounds that the Material, Publication, or the marketing of a Publication causes injury to persons or property, violates a trademark, copyright, license or other proprietary right or interest or that it contains material giving rise to an action for defamation, negligence, intentional infliction of emotional distress, or invades a person's right to privacy; or (b) related to or arising from any breach of Customer's obligations relating to SA Digital Tools below. Customer represents and warrants to School Annual that Customer has the unconditional and unfettered right to allow School Annual to print, reproduce and/or duplicate all of the Materials and to receive back any returned Materials, and School Annual is hereby authorized to reproduce for and on behalf of Customer and other third parties all of the Materials provided by Customer, in order to produce and/or market the Publication, and that all appropriate licenses or consents have been obtained where applicable. Customer further warrants that the Materials comply with all applicable state, local and federal laws, do not infringe on any trademark, service mark, copyright or any other proprietary right, or any license relating thereto, do not contain any libelous or otherwise actionable statement, and do not otherwise violate the rights of or cause damage or injury to any person.

Customer expressly agrees that School Annual, its sales

representatives and service providers may use Materials provided by Customer to market the Publication to potential purchasers and to provide information on School Annual products and services to potential purchasers, except where Customer has indicated otherwise in writing or through a School Annual online interface. School Annual will not sell or rent student information to any third party. Please see School Annual's Privacy Policy at <http://www.jostens.com/privacy> for more information on School Annual's privacy practices.

Customer grants School Annual a perpetual, royalty-free, fully paid-up right and license to use, reprint, reproduce, digitize and duplicate Customer's cover design, Publication pages, and Materials in any manner, form or media now known or later developed, such as in School Annual's marketing and promotional materials and websites, as samples, in School Annual software applications, and in collections of School Annual publications and publication pages.

With respect to any artwork created in whole or in part by School Annual, School Annual retains its rights to such artwork, which may only be reproduced with the written consent of School Annual. Customer understands and agrees that all dies, including those for which a charge has been made, remain the sole property of School Annual. This provision shall survive the termination or expiration of this Agreement.

ADDITIONAL SERVICES CHARGES: School Annual will charge for School Annual artwork, corrective work or customer copy, customer alterations and non-standard composition, which may result in changes to the purchase price.

SA DIGITAL TOOLS: For the term of this Agreement School Annual grants Customer a limited, non-assignable license to use certain of its proprietary local, online, mobile and cloud-based publication development software tools, fonts and clip art, apps, websites and environments, including without limitation the School Annual Online portal and related materials and updates (all such tools, apps, websites and environments made available to Customer, the "SA Digital Tools"), solely for the limited purpose of producing its Publication with School Annual and for no other purpose. Customer expressly consents to the installation of installable SA Digital Tools. Customer and its representatives will comply with any terms of use, license agreements, and other terms or policies applicable to SA Digital Tools. Customer acknowledges and agrees that the SA Digital Tools and all other materials supplied by School Annual are proprietary in nature and are owned or licensed by School Annual, and Customer agrees not to copy, duplicate, reverse engineer, or attempt to

learn the source code of SA Digital Tools, or to rent, share, distribute or provide the SA Digital Tools to any third party. Customer is strictly prohibited from providing production materials in whole or in part, including but not limited to the Publication created under this Agreement, created with the SA Digital Tools to a third party for printing, digitizing, reproduction or any other purpose. Upon termination or expiration of the relationship between Customer and School Annual, Customer will promptly return any SA Digital Tools to School Annual, and destroy and delete any copies of SA Digital Tools and any login credentials provided. Certain third party software products

may be required for use of the SA Digital Tools, and Customer acknowledges that School Annual is not obligated to provide training or other support for third-party products.

DELIVERY: Shipment will be made pursuant to the shipment method and vendor chosen by School Annual, in its sole discretion, and according to terms of the Deadline Schedule established between the parties, provided that Customer sends all materials conforming to specifications and on time according to the Schedule. Title to and risk of loss for all shipments is F.O.B. School Annual production plant.

FORCE MAJEURE; WARRANTY; LIMITATIONS: School Annual shall not be liable for delays or losses caused by strikes, accidents, government restrictions, acts of God or other causes beyond its reasonable control, and such delays shall not constitute a breach of contract. School Annual will perform the work in a good and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SCHOOL ANNUAL MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOFTWARE, APPS AND SYSTEMS ARE INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS, YOU ARE ADVISED TO VERIFY YOUR WORK. IN NO EVENT WILL SCHOOL ANNUAL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, HOWEVER FORESEEABLE, ARISING OUT OF THIS AGREEMENT, THE WORK PERFORMED HEREUNDER, THE SERVICES PROVIDED OR THE PRODUCTS PRODUCED HEREUNDER. THE LIABILITY OF SCHOOL ANNUAL, IF ANY, FOR CLAIMS RELATING TO ANY DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER SHALL BE LIMITED TO THE ACTUAL FEE PAYABLE TO SCHOOL ANNUAL FOR THE DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER. SCHOOL ANNUAL SHALL NOT BE LIABLE FOR TYPOGRAPHICAL ERRORS, MISSPELLINGS OR OTHER DEVIATIONS OR ERRORS.

TERMINATION: If School Annual terminates this agreement due to Customer's failure to proceed with production of its Publication through School Annual, as liquidated damages (and not a penalty) Customer shall pay School Annual, upon receipt of invoice, a \$150 cancellation fee as well as any fees or costs incurred by School Annual for work performed, costs incurred, and product manufactured by School Annual on or prior to the

date of termination.

PAYMENT TERMS: 50% minimum payment of the contract price is due on March 1. Final payment due within thirty (30) calendar days after the final invoice is sent. Customer will receive a final invoice when the Publication is completed. Final payment is due within thirty (30) calendar days after the final invoice is received. A service charge of 1.5% a month on the unpaid balance (18% annual percentage rate) or the maximum allowed by local law will be assessed for late payment. Should it be necessary for School Annual to institute collection procedures against Customer, School Annual shall be entitled to recover its reasonable attorneys' fees and costs from Customer.

All payments and checks must be made payable to and sent directly to Jostens, Inc., 21336 Networks Place, Chicago, IL 60673-1213.

All contracts must be mailed to School Annual Publishing Company, 2568 Park Center Boulevard, State College, PA 16801. Fax: 800-436-6048.

TAXES: Applicable sales taxes will be charged unless evidence of tax exemption is furnished prior to invoicing. A number of states do not exempt schools from the requirement to collect sales tax on sales. It is Customer's responsibility to collect and remit sales tax on its distribution or resale of Publications based on sales tax regulations in its state, including the tax on any Publication sales Customer directs School Annual to collect on-line. Where School Annual accepts orders on a school's behalf and collects applicable sales taxes on such orders, School Annual may, at School Annual's option, remit taxes collected on such orders directly to the taxing authority.

MISCELLANEOUS: The person signing this Agreement represents that he/she is fully authorized to execute this Agreement on behalf of Customer. Customer understands that this is a binding Agreement between the parties hereto for the term specified in the Agreement, and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including the pricing and schedule set forth herein and any additional or changed specifications agreed upon by the parties related to the products manufactured by School Annual under this Agreement which shall automatically be incorporated by reference, represents the entire agreement between the parties. In the event that after the date hereof Customer submits purchase orders or other written instructions that contain any terms or conditions, those terms and conditions shall be of no force and effect. The parties are independent contractors; nothing herein contained shall in any way constitute a partnership between, or joint venture by, any of the parties hereto.