



A powerful cyber deterrent to abhorrent human behavior

January 19, 2016

IT'S FREE THERE IS NO COST TO YOUR DISTRICT

As a Member of the ACCASBO, BCIP or GCSSD JIF, your district can benefit from this program free of charge. The SPELL JIF along with Great American Insurance Group has fully underwritten this risk management tool and is providing it to you.

HOW DO I SIGN UP MY DISTRICT?

- If you are ready you can sign up today. Just go to <http://www.stopitcyberbully.com/spelljif>. This is the sign up page on the STOPit website for SPELL JIF member districts. The process is straight forward and really easy if you know your full time student counts by grade. That information serves as the basis for STOPit to invoice the SPELL once your district is fully enrolled. Soon after you have completed the online enrollment, a STOPit representative will reach out to you and take you step by step through the process.
- If you want to do more research there are a number of ways to do this. Visit www.stopitcyberbully.com or call STOPit at (908) 748-4522. If you call be certain to let them know you are a SPELL JIF member school district so that they can help you understand the STOPit platform and specifically help with any questions you have about the relationship between STOPit, SPELL JIF and our reinsurance partner the Great American Insurance Company.

Partners in Risk Management



Arthur J. Gallagher & Co.





Order Form

Account Information

District/School Name			
Account Type	K-12		
Date			
# of 1:1 Schools (if applicable)	Apple 1:1 Schools		Google 1:1 Schools
Total # of Students (High School)			Please specify Total # of Students & Elementary Grades (if applicable) who will be using STOPit.
Total # of Students (Middle School)			
Total # of Students (Elementary)			
Elementary Grade Levels			
Annual Price	Paid for by SPELL JIF		

Account Contact

Name	
Title	
District/School	
Address 1	
Address 2	
City, State, Zip	
Phone	
Email	

DOCUMENTit Account Administrator

Name		Upon receipt of the signed agreement, your DOCUMENTit Account Administrator will receive an e-mail invitation to log in to DOCUMENTit and activate your account.
Title		
Phone		
Email		

Together we are making the world a better place!

STOPit SPONSORED PUBLIC ENTITY POOL MEMBER (SPEP Member) AGREEMENT

This Agreement ("Agreement") is made effective as of _____, ("Effective Date"), by and among Inspirit Group, LLC, d/b/a STOPit, a Delaware limited liability company, having its principal place of business at 1420 U.S. 206, Suite 200, Bedminster, New Jersey 07921 ("STOPit"), and _____, having its principal place of business at _____, hereinafter referred to as Sponsored Public Entity Pool Member ("SPEP Member").

1. **Subscription Service.** Pursuant to the terms of this Agreement, which govern STOPit's provision and SPEP Member's use of the STOPit services ("Service"): (i) STOPit shall provide online access to, and allow SPEP Member an unlimited number of SPEP Member's employees and contractors to use, DOCUMENTIT; and (ii) SPEP Member will have the right to authorize that number of individuals associated with its organization ("Users"), as specified in the Order Form (defined in Section 3 below), to access, download and use the STOPit application tool ("Application"). DOCUMENTIT and the Application are referred to as the "STOPit Platform."

2. **Restrictions and Limitations.** SPEP Member shall not, and shall not allow any third party, including any employee, contractor or User, to use the STOPit Platform for any purpose other than its intended purpose, without violating any applicable laws or regulations or the rights of any person, and, with respect to the Application, pursuant to STOPit's online Application Terms of Use. SPEP Member agrees that: (i) the provision, operation and quality of certain services available via the Application ("Application Features") will be the sole and exclusive responsibility of SPEP Member; (ii) STOPit will have no responsibility for the actual provision, operation, quality or response time of any such services provided by SPEP Member via any Application Features; (iii) the ability to use certain Application Features will depend on various technical factors, such as the availability and quality of third party network services, which are not within SPEP Member's or STOPit's control and for which SPEP Member and STOPit shall have no responsibility; (iv) STOPit will not review any of the reports generated by the Application or monitor SPEP Member's use of DOCUMENTIT; (v) it is the sole responsibility of SPEP Member to verify the accuracy and reliability of such reports, and take timely, commercially reasonable and appropriate actions in response to the reports; (vi) STOPit shall have no responsibility regarding SPEP Member's use or non-use of any communications posted, submitted or transmitted through Users' use of the Application; (vii) STOPit may disclose a User's identity if required to do so by law or to SPEP Member if SPEP Member represents, in good faith, that such disclosure is necessary to address an imminent threat to the health or safety of an individual or the public; (viii) STOPit may disclose a User's identity if STOPit (a) is so requested by a law enforcement authority, and (b) the authority cites a specific incident number that has been provided to them by the SPEP Member. STOPit owns all right, title and interest in and to the STOPit Platform and all related technology and content developed or generated by or for, or acquired by, STOPit.

3. **Fees and Payment.** STOPit and SPEP Member acknowledge and agree that the fees payable in consideration for SPEP Member's rights under this Agreement shall be borne and paid for by the School Pool for Excess Liability Limits Joint Insurance Fund who is associated with Great American Insurance Company or its affiliates and who is a Sponsored Public Entity Pool (SPEP) per Great American Insurance Company, provided SPEP Member is a current member of said SPEP. Fees shall be pursuant to a separate Agreement between such SPEP and STOPit, under which SPEP Member shall have submitted an order form for the services provided by STOPit under the referenced Agreement, including the number of Users ("Order Form").

4. **Compliance with Laws, Privacy, Data and Confidentiality.** Each party agrees that, in providing or making any use of the Service, it shall comply with all state, provincial and federal laws, regulations and rules that apply to it, including those regarding the transmission, collection, storage or protection of personal information and data via the Application, including, without limitation, the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act. Upon termination or expiration of this Agreement, STOPit shall have the right to delete all identifiable data and personal information residing on the STOPit Platform using the highest commercial measures to protect against its unauthorized access or use. Prior to STOPit's deletion of any data or personal information, STOPit shall provide SPEP Member and SPEP with written notice of such deletion, and upon the written request of SPEP Member, STOPit shall, to the extent allowed by law provide a full download of incident related data to SPEP Member and to SPEP, if so authorized by SPEP Member, in a mutually agreed format. In no event shall STOPit delete any data or personal information (i) that is required to be maintained by law; or (ii) until 60 days have passed since STOPit provided SPEP Member and SPEP with written notice of such deletion. STOPit shall have the right to maintain all organizational and incident metadata for use in statistical reporting and analysis, and to retain any data as may be required by law. Each party shall use reasonable care to safeguard the confidentiality of the other party's non-public information ("Confidential Information") disclosed to it. STOPit's non-public information includes all information regarding the STOPit Platform and all financial terms.

5. **Notice and Audit.** STOPit shall report, in writing, to SPEP Member and SPEP any suspected or actual use or disclosure of Confidential Information not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed Confidential Information. STOPit agrees to cooperate with SPEP Member and SPEP in its compliance with all applicable

laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or any other event requiring notification by SPEP Member. Upon the provision of reasonable notice by SPEP Member, (i) not more than once per year during the term of the Agreement; (ii) following an information security incident; (iii) following any discovery or reasonable suspicion by SPEP Member that STOPit is not in compliance with this Agreement; (iv) following a privacy or information security vulnerability experienced by STOPit; or (v) as requested, demanded or required by any regulator or government body or by any privacy or data security laws, SPEP Member or its designee, at their sole cost and expense, or a regulator may undertake a security assessment, network scan, forensic investigation and/or audit of the systems and information security measures of STOPit.

6. **Use of Names.** STOPit shall not use the name, trademarks, or logos of SPEP Member for any marketing, case study, or other purpose, without the prior written consent of SPEP Member.

7. **Term and Termination.** This Agreement commences on the Effective Date and runs through June 30th of the then fiscal year beginning July 1st preceding the commencement and ending June 30th post commencement, unless terminated as set forth herein, continues for such period as set forth in the Order Form, or, if no period is set forth in the Order Form, for a period of one (1) year. Except as otherwise specifically provided in the Order Form, this Agreement shall automatically renew for an additional term of one (1) year ("Renewal Term"), at the rates agreed upon in the Order Form or otherwise between the SPEP and STOPit, unless either party gives the other party notice of non-renewal at least ninety (90) days prior to the end of the then-current term. To the extent necessary, prior to the commencement of any renewal term STOPit will deactivate the Application with respect to Users that are no longer associated with SPEP Member's organization. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

8. **Warranty Disclaimer.** STOPit represents and warrants that: (i) it is in compliance with its Privacy Policy; (ii) to STOPit's knowledge, the STOPit Platform does not infringe on any patent, copyright, trademark, service mark or other intellectual property right of any individual or third party, and that STOPit has obtained all permissions or licenses necessary for STOPit to perform its obligations under this Agreement; (iii) to STOPit's knowledge, the STOPit Platform and any other STOPit software is free of any viruses or other disabling code; and (iv) STOPit has no knowledge of any litigation alleging third-party intellectual property infringement affecting the STOPit Platform. STOPit disclaims all other warranties, express or implied, including the warranties of design, merchantability, fitness for a particular purpose, title and non-infringement, or arising from a course of dealing or usage of trade. STOPit does not warrant that use of the STOPit Platform will prevent or end any particular incident of inappropriate conduct. It is SPEP Member's sole responsibility to review all such reports, judge their accuracy and take any and all appropriate actions. STOPit provides a tool to assist Users in contacting SPEP Member, but is solely SPEP Member's responsibility to respond to any inappropriate conduct.

9. **Indemnification.** Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, agents, contractors and third party vendors (collectively, "Indemnified Parties"), from any loss, claim, liability, damage, judgment, award, cost or expense (including attorneys' fees) of any kind (collectively, "Losses") incurred or sustained by them in any action, suit, claim or proceeding of any kind brought by any person or entity (collectively, "Claims") related to or arising from (i) any breach of the Indemnifying Party's obligations under this Agreement; or (ii) any actual or alleged negligent act, error, omission of the Indemnifying Party.

10. **General Provisions.** Except for obligations to make payments by SPEP, neither party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification of this Agreement shall be effective unless set forth in a writing signed by the parties. This Agreement shall be governed by the laws of the State of New Jersey. Each party consents to the exclusive jurisdiction of the state and federal courts located in Essex County, New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INSPIRIT GROUP, LLC
d/b/a STOPit

[SUBSCRIBER]

By: _____

Name: Todd Schobel
Title: President & CEO
Email:

By: _____

Name:
Title:
Email: