



## Herff Jones Graduation Videos Agreement

This Herff Jones Graduation Videos Agreement is by and between **Herff Jones, LLC**, an Indiana limited liability company with a principal place of business at 4625 W 62<sup>nd</sup> St, Indianapolis, IN 46268 (“Herff Jones”), and you (“School”) (collectively, “Parties”) for the **2024-25** school year (“Term”). School may have another written agreement directly with Herff Jones that supplements or supersedes all or portions of this Agreement. By signing up for the Services you agree that you have read, understood, and agree to be bound by this Agreement.

1. Services. Herff Jones is pleased to offer School and its graduates the following StageClip product (the “Product”) along with related services (collectively, the “Services”): personalized video clips of graduation ceremonies.
2. Payments Terms.
  - a. Herff Jones shall offer the Services to School’s graduates for **\$19.99** per clip.
  - b. School shall receive from Herff Jones: **0-10%** of the proceeds (the “Proceeds”) from purchased Product from its graduation ceremony.
  - c. Herff Jones shall deliver School its **0-10%** of the Proceeds by **August 30, 2024**. There will be no further Proceeds after this point for Products produced in the Term.
3. Required Information. School shall provide Herff Jones and StageClip, as Herff Jones’ service provider, the following information to effectively promote the Product to the graduating student body: student name, student grade, student degree title, student email address, parent name, parent email address, ceremony video, School’s hex colors and logo.
4. Marketing. School authorizes Herff Jones, at Herff Jones’ sole expense, without any prior approval by School, to include School’s name and logo in advertising and marketing materials solely for the purpose of promoting the Services under this Agreement. Notwithstanding the foregoing, Herff Jones shall not publish any individual student clips in advertising, marketing materials, or case studies without obtaining the prior written approval of the client and the student.
5. Representations and Warranties. School represents and warrants that it has all necessary rights to any materials provided to Herff Jones and StageClip for inclusion in the Product and for the operation of this Agreement. School will not provide any materials to Herff Jones or StageClip which are or may be a in violation of any right or any third party, including copyright. Herff Jones and StageClip do not knowingly intend to produce any product which is in violation of any copyright or proprietary rights, or is tortious or illegal. School agrees to indemnify, defend, and hold harmless Herff Jones and StageClip and their agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses,



including attorney's fees resulting from or arising out of producing any video or material submitted to Herff Jones and/or StageClip by School or its representative.

6. Compliance with Laws. Herff Jones, StageClip, their employees and representatives, and School shall at all times comply with all applicable Federal, State, and local laws, rules, and regulations.
7. Choice of Law. This Agreement shall be governed and construed under the laws of the State in which School is located.
8. Force Majeure. Herff Jones and StageClip will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.
9. Data Protection. The Parties acknowledge that the data provided by School may contain or be considered "personally identifiable information" from "education records" that are subject to the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) as amended ("FERPA"), as well as state laws that govern student privacy. FERPA, and the applicable state student privacy laws, are together referred to herein as "Applicable Student Privacy Laws," and data subject to Applicable Student Privacy Laws that can reasonably be used to identify or contact a student shall be referred to herein as "Student Data." To the extent Herff Jones receives or processes Student Data in providing the Services to School, the Parties agree that:
  - a. Herff Jones functions as a "school official" with a "legitimate educational interest" in providing the StageClip services to School in accordance with FERPA, or in a similar role as defined by other Applicable Student Privacy Laws.
  - b. Herff Jones will maintain its status as a "school official" by using Student Data only for purposes of providing the Services, including with respect to communicating with students and parents about the Services.
  - c. As between the parties, School owns and controls all Student Data provided to Herff Jones in connection with obtaining the Services and Herff Jones shall respond in a timely manner to School's verified request for Student Data held by Herff Jones as required by Applicable Student Privacy Laws.
  - d. Herff Jones shall not re-disclose Student Data that it receives from School in connection with the Services, unless the recipient of such disclosure is authorized to perform the functions and services provided or such disclosure is otherwise authorized by Applicable Student Privacy Laws.
  - e. Herff Jones agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. Herff Jones will notify School without unreasonable delay in the event that it discovers that Student Data has been accessed or altered in an unauthorized way.



- f. Herff Jones will ensure each of its contractors and agents will also serve as “school officials” with respect to any Student Data provided to them in connection with providing Services to School and will comply with obligations consistent with those in this “Data Protection” section.
- g. Upon request or upon termination of the Agreement, Herff Jones shall, at direction and election of School, destroy Student Data, or return Student Data to School and direct any contractors or agents to do the same, unless otherwise required or permitted by Applicable Student Privacy Laws to transfer or retain Student Data in other ways. Student Data may persist in backup copies for a reasonable period of time following deletion (but will not be available to others).

Signature: \_\_\_\_\_

Title \_\_\_\_\_

School: \_\_\_\_\_