



Web Hosting Services Proposal

*Prepared For
St. Charles Parish Public Schools*



*Ryan Glassman
Regional Relationship Manager*
Tel: 800-288-7750
Fax: 309-665-0171
Website: www.gaggle.net
Email: ryan@gaggle.net



February 12, 2015

Cindy Morantine
Help Desk Coordinator
St. Charles Parish Public Schools
13855 River Road
Luling, LA 70070

RE: Web Hosting Services Proposal

Dear Ms. Morantine,

Thank you for considering Gaggle for St. Charles Parish Public Schools' Web Hosting solution. Gaggle has been a leading expert on providing online communication and collaboration tools for schools since 1999. We are pleased to offer web hosting and web design for schools and districts as part of our industry-leading cloud-based solution. We provide modern, "touch-friendly" responsive websites, built specifically with K-12 in mind.

We look forward to partnering with you to create a Web Hosting Solution that improves communication and collaboration within the district. One of the secrets to Gaggle's success is our ability to listen to district's needs and develop our tools to meet those needs.

Gaggle's team has an extensive amount of educational software experience on mobile and desktop platforms and a proven track record of success. We work hard to understand your goals. The end result is your success and satisfaction today and tomorrow. From the very first call, we set expectations and ensure success.

Consider these key benefits when choosing Gaggle:

- *Experience* – Gaggle is one of the pioneers of online K-12 specific communication and collaboration tools.
 - *Visually Inviting Website* – Users can easily create and edit pages without technical knowledge using our attractive templates, inline editing, and WYSIWYG editing tools.
 - *Responsive Website Design* - Gaggle's templates incorporate "responsive design" so that pages automatically resize and adjust to fit the screen resolution of the device.
 - *Reliability* – You can be assured that a Gaggle-hosted website is protected by industry-leading software and located on servers across the country with 99.9% running time.
-

- *Extreme Customer Service* - A foundation of Gaggle's philosophy is Customer Service. We are confident that you will not find better service and support from any other provider.

We look forward to partnering with St. Charles Parish Public Schools to create a Web Hosting Solution that improves communication within the district. Please feel free to contact me with any questions

Thank you,



Ryan Glassman

Senior Regional Relationship Manager | **gaggle**

P.O. Box 1352 - Bloomington, IL 61702

Phone: 800-288-7750, ext. 815

Email: ryan@gaggle.net

Table of Contents

RFP Specifications.....	2
Content.....	2
Website.....	2
Necessary Content.....	2
Necessary Capabilities.....	4
Mass Notification.....	5
Design.....	6
Cost.....	6
Ease of Use.....	6
Support & Qualifications.....	7
Gaggle Web Hosting Implementation Plan.....	8
Security/Backup/Business Recovery.....	10
Prior Experience.....	11
Gaggle References.....	11
Sample Gaggle Websites.....	12

PROPOSAL ATTACHMENTS

Public Information Communication Services Cost Form

Gaggle School & District Websites Flyer

Gaggle Terms of Service

Gaggle Service Level Agreement

RFP Specifications

Content

Describe in detail all of the content, features, and capabilities available through your services for district, school, and classroom communication.

1. Website

Gaggle is pleased to offer web site hosting for schools and districts as part of our industry-leading, cloud-based solution. We understand that in order for your site to be effective it needs to be modern, beautifully designed, and easy to navigate. Gaggle will partner with you to create and promote a site that creates awareness, encourages communication, and builds community pride. Our free customer support will see you through the development, customization, migration, and editing of your site.

We provide menus, rotating banners and photo galleries that let you promote your image and communicate with parents and other stakeholders. Full language translation capabilities are available to enable communication with your different constituencies in their own languages.

Necessary Content:

- **District site**
Your website is an important tool for projecting a positive image of your district. Gaggle provides custom template libraries that enable you to support your unique perspective. Our templates enable you to create web pages that will engage students, parents, and educators. Our library has a selection of templates and clip art specifically designed for districts, schools, and teachers.
- **School sites**
Gaggle's solution also includes the ability to create school sites separately or under the district site.
- **School/District news**
School and District news can be displayed using our solution.
- **Teacher pages**
Teachers have the ability to easily create teacher pages with information relevant to their specific classes. Access to these pages can be public or restricted to relevant users.
- **Calendars (district, school, athletic, etc.)**
Users can share and post district and school calendars to your website. Individual teacher and class calendars can remain private or be made public by sharing an unrestricted URL.
- **Homework**
Teachers can post homework assignments on their class pages. However, we recommend Gaggle's Learning Management Solution for a more robust homework tool.
- **Maps/Directions**
Maps and directions can be integrated into your Gaggle website.
- **Quick links; handling of other linked items**
Gaggle makes it easy to organize and manage your proprietary and third party content. Third party widget capabilities allow you to easily embed applications such as Google Maps into your site giving the community access to a wide range of informational resources. Links can easily connect administrators, teachers, and students to other technology tools such as LMS, SIS, Assessments, and learning tools.

- **Pictures/slide show**

Gaggle's flexible solution includes the ability to include an image slider, news, events, quick links, alerts, social media, and more!

- **E-mail capabilities through staff directories**

Gaggle's web hosting solution includes the ability to quickly and easily e-mail staff via the directory.

- **Video module**

- **Define storage limitations**

At Gaggle we hate limits, and we know that you do too. That's why we include unlimited storage, unlimited pages, unlimited support, and unlimited bandwidth for your web hosting.

- **Define upload limitations**

Gaggle's solution provides easy file management with the ability to upload, rename, overwrite, and organize files. There is an upload limit on files of 250mb. Supported file types: jpg, jpeg, gif, png, txt, doc, docx, xls, xlsx, pdf, ppt, pptx, pps, ppsx, odt, ods, odp, mp3, mov, mp4, m4a, m4v, mpeg, avi, ogg, oga, ogv, weba, webp, webm, and swf. However, we recommend mp4 as it is the most consistent.

- **Capabilities of video embedding and display channels**

Videos can be embedded into your website with Gaggle's website hosting solution. Channels can be displayed via a URL redirect to an outside source.

- **Capabilities on mobile devices**

Parents, teachers, and students use a wide range of smartphones, tablets, netbooks, laptops, and other devices. Access to your website should not be dependent upon downloading an app. Gaggle's templates incorporate "responsive design" so that pages automatically resize and adjust to fit the screen resolution of the device.

Gaggle uses HTML5 standards to ensure compatibility with all tablets and smartphones. Even our interactive communication tools are designed to be "finger friendly." Gaggle's web hosting solution performs optimally on Chrome or Firefox browsers.

- **Availability of custom video display system**

This option is not available with Gaggle's Web Hosting solution. However, it is a part of our Learning Management System feature, GaggleTube.

- **Online newspapers (one for each high school)**

A link to an online newspaper could be included for each high school using Gaggle's web hosting solution.

- **Searchable policy and procedures**

Gaggle features a built-in search engine so end users can easily find information on your site. All of your web pages are indexed for fast searching and display of page results.

- **Online forms/surveys**

Gaggle's web hosting includes a Forms and Surveys Builder. Example uses include surveys, contests, personalized contact forms, and petitions. After a submission, users may be sent an e-mail receipt as well as sending a notification to administrators. Results are stored and can be exported to a spreadsheet application.

- **Searchable bus routes**

Gaggle's solution can include a link to searchable bus routes.

- **Social media integration**

It is simple to have your web pages in sync with your organization's social networking accounts. Facebook, LinkedIn, Twitter, and most other popular social networking site integration is easy to setup. RSS feeds enable subscribers to pull news feeds on their own schedule.

Necessary Capabilities:

- **Consistent viewing across all major web browsers**

Gaggle is developed using HTML5 and is compatible with the most commonly used versions of browsers, including Internet Explorer, Chrome, Firefox, and Safari. Since our websites are designed using responsive design they also display across multiple devices as well.

- **Content management system**

- **Varied user roles for updating**

Making sure that your content is accurate and that only authorized users can make changes to your site is critical. Access controls for your site enable you to set permissions for individual users or groups of users. This ensures that only selected teachers and staff can edit content. Version controls allow you to track changes, see who made them, and recall prior versions of old pages.

- **Multiple users able to edit site(s) – example: two teachers editing the same teacher page**

Multiple users are able to edit site(s) at the same time in Gaggle's solution.

- **Permission levels for updating content**

Making sure that your content is accurate and that only authorized users can make changes to your site is critical. Access controls for your site enable you to set permissions for individual users or groups of users. This ensures that only selected teachers and staff can edit content. Version controls allow you to track changes, see who made them, and recall prior versions of old pages.

- **Edit imagery on web banners**

Administrators can easily edit imagery on web banners.

- **User friendly editing tools with drop and drag capabilities**

If your website isn't easy to use and edit, it will quickly become stale and irrelevant. Gaggle provides intuitive, in-line editing for fields on any entity that will appear familiar to the average user. Our WYSIWYG editor provides the powerful formatting options of a desktop word processor like Microsoft Word. Authorized editors can easily incorporate page elements such as calendars, photos, and videos into the site.

- **Utilization of current web address**

The district can use its current web address with Gaggle's solution.

- **Page creation**

Gaggle's web hosting solution is easy to use and maintain. Users can easily create and edit pages without technical knowledge using our attractive templates, inline editing, and WYSIWYG editing tools.

- **Capabilities for drop down menu navigation**

Gaggle's web hosting solution includes drop down menu navigation capabilities.

- **Incorporation of learning management system**

Gaggle offers a separate safe Classroom Learning Management System designed specifically for the K-12 classroom, maintaining connections with students, parents, and other educators has never been safer and easier.

Gaggle's LMS features built-in processes and classroom workflows designed to promote educator and student productivity. Teachers can easily create, assign, collect, and correct assignments on their schedule while promoting student engagement and embracing the benefits of social networking in a safe and controlled environment.

Gaggle's LMS comes packed with safety features, including Gaggle Safety Management, Anti-Pornography Scanner, and Blocked Word List. Our Safety Management Services puts the monitoring of blocked messages in Gaggle's hands. It eliminates the need for teachers to review questionable communications, and instead they can concentrate on integrating technology into their classrooms. The service greatly improves the safety and security of students, both online and in the real world. Our team of Student Safety Representatives has uncovered bullying, drug use, threats of school violence, teen depression, suicide intentions, abusive domestic situations, and inappropriate activities between students and teachers.

- **Incorporation of district and school branding**

Gaggle will partner with you to create and promote a site that incorporates district and school branding, creates awareness, encourages communication, and builds community pride.

- **Language translation for content**

Gaggle includes an integrated site translation feature with numerous languages to choose from.

- **Search feature for site content**

Gaggle features a built-in search engine so end users can easily find information on your web site. All of your web pages are indexed for fast searching and display of page results.

- **Rotation of pictures in web banner (random)**

Gaggle includes the ability to have random pictures rotating in a web banner.

- **File upload/management**

Users can quickly and easily upload and manage files for the website.

- **Website analytics for teacher/classroom pages, district pages and individual school pages such as visitor statistics, page views, viewer locations, etc.**

Gaggle recommends the use of Google Analytics for information on visitor statistics, page views, viewer locations, etc.

- **Cascading style sheets (CSS) for consistent look among pages**

Cascading style sheets are supported in Gaggle's solution.

- **Mobile solution – multiple mobile operating systems**

Gaggle's templates incorporate "responsive design" so that pages automatically resize and adjust to fit the screen resolution of the device. Gaggle uses HTML5 standards to ensure compatibility with all tablets and smartphones. Even our interactive communication tools are designed to be "finger friendly."

- **App with multiple user accounts and permission levels**

Gaggle does not offer a separate website app since our solution is designed using responsive design.

2. Mass Notification – ability to send messages in multiple languages

Gaggle currently does not offer Mass Notification services. However, this feature is in our current development plan.

Describe the process in which your company evaluates/implements new web-based technologies.

Gaggle started in 1999 with a safe email product specifically designed for schools. We have continued to improve our solution to meet the changing needs of K-12. One of the secrets to Gaggle’s success is our ability to listen to district’s needs and develop our tools to meet those needs.

Gaggle’s simple corporate structure allows it to invest a large portion of its profits into future development. We have a regular release schedule to address updates and enhancements. All upgrades and patches are schedule to be deployed during off hours to avoid any system downtime. If an emergency or necessary for core performance, a patch will be pushed during normal school hours. All upgrades and patches go through a rigorous Q&A process to minimize any possible disruption in service.

Design

Describe in detail your process for customized design for district, school and classroom web pages.

Gaggle will work with St. Charles Parish Public Schools to create a website with common themes and a consistent look and feel. Gaggle offers templates for the district to choose from to maintain consistency, and those templates can be customized to reflect the unique features that the district is looking for. Custom website design services are available for an additional fee.

Cost

Besides the narrative, supply the costs as indicated on the attached form. Hidden costs will lower your score when the proposals are evaluated. If costs are broken down by modules/services, outline that clearly on the form. Your costs should be based upon a 36 month contract. The installation/migration costs should include all expenses associated with “turning on” this service.

Gaggle provides a simple pricing structure with fees based on an annual fee per site.

Gaggle Standard Web Hosting Package (annual fee per site) \$995

Previous Site Data Migration \$50/hour

The migration of existing information from your current website to a new provider is a time consuming task. Gaggle offers affordable migration services to help facilitate the transition for a small additional fee per site.

Custom Design Services Custom Quote

Gaggle understands that your website is your image and you may want to create a truly customized web presence. We can provide custom design services to help you accomplish your goals. We will assign a design lead to work directly with you to create the web presence you need.

Ease of Use

Describe features included in your services that contribute towards its ease of use for all users. Include editing tools available to users.

If your website isn’t easy to use and edit, it will quickly become stale and irrelevant. Gaggle provides intuitive, in-line editing for fields on any entity. Our WYSIWYG editor provides the powerful formatting options of a desktop word processor like Microsoft Word. Authorized editors can easily incorporate page elements such as calendars, photos, and videos into the site.

Gaggle offers unlimited customer service and support to assist users with our solution. We are an extension of your team. Each of our customers receives a dedicated account manager who will learn your specific needs and help your schools be successful. Our solution also includes an Admin guide, Quick Tips, FAQs, and short Training Videos.

Support & Qualifications

Provide a detailed description of the management that will be provided in this contract.

We are confident that you will be pleased with your decision to purchase Gaggle's Web Hosting Solution. You'll find that working with Gaggle is not like most vendor/customer relationships. We are completely committed to a successful implementation and long-term relationship, so we consider our schools and districts to be more partners than customers. Our implementation process is just the beginning of what we hope will be a long relationship, and we will do everything to give you a strong foundation for years to come.

Provide information regarding your company's service assurance. If available, include your service level agreements.

Gaggle's Service Level Agreement is included at the end of this proposal response.

Describe the various resources within your company that will assist in executing this contract. Examples: project manager, graphic designer, etc.

Your implementation will include multiple people, both on your side and ours. You will be assigned a dedicated Implementation Specialist to guide you through our multi-phased implementation process and also a dedicated Account Manager. We have extensive experience with web-based technology implementations for all sizes of school districts and have developed knowledge, tools, resources, and documentation to make sure everything goes as smooth as possible. We incorporate professional project management, internal marketing techniques, and change management recommendations into our standard process, and will tailor planning to fit your unique needs.

Gaggle Team

Andrea Keith, Vice President, Strategic Accounts - Andrea received her Bachelor's Degree from Fresno State in California, and is a certified Project Management Professional. She is a former educator, having taught for a number of years in California, Colorado, and Illinois. Her experiences in the classroom, working on district committees, and as a school technology liaison give her a unique perspective on the implementation of Gaggle's services. She has worked with hundreds of school districts to ensure a smooth implementation process. Andrea has also created extensive implementation, integration, and training resources/documentation. One of her ongoing contributions is a collection of curriculum ideas and lesson plans that help teachers use Gaggle's 21st Century eTools to support student achievement. Andrea's extensive experience with implementing Gaggle in districts all over the country ensures that our customers realize the many benefits of Gaggle.

Heather Durkac, Vice President of Customer Operations - Heather is responsible for customer operations at Gaggle. Her teams include customer service, account management, and training with overall goals to support Gaggle customers to ensure they are getting the most out of our services. Heather brings over 13 years of experience in customer relations and training from both the corporate sector and the K-12 environment. Heather received Bachelor's of Arts and Master's of Arts degrees from Western Illinois University in communications with a focus on training and development.

Kyle Sands, Web Hosting Specialist - Kyle has been with Gaggle providing customer support for over three years. He graduated from Illinois State University with a degree in Art Technology & Web Design. He currently heads up our web site implementation process.

Aaron Terronez, Implementation Specialist - Aaron has been with Gaggle since November 2008. Aaron's primary job responsibility with Gaggle is to ensure customer satisfaction through implementation and support during the course of the school year. During his time at Gaggle, Aaron has developed relationships with clients and is experienced in providing quality customer service.

Bill McCullough, Vice President of Sales - Bill leads Gaggle's national sales efforts. Bill is a seasoned sales professional with over two decades experience in education and commercial accounts. Prior to joining Gaggle, he was Vice President at Odysseyware, a provider of online curriculum and learning solutions. Bill also spent time as a Regional Vice President at CompassLearning, which followed a 13-year career in various management roles at IBM.

Ryan Glassman, Senior Regional Relationship Manager - Ryan will manage the relationship between St. Charles Parish Public Schools and Gaggle. Ryan has over 5 years' experience in the K-12 space and current manages all relationships for the States of Texas and Louisiana. Ryan strives to build new relationships with the school districts he works with and help find the right fit when it comes to education technology, classroom management tools, and student safety.

Gaggle Web Hosting Implementation Plan

Phase 1 - Planning for Success

Your Regional Relationship Manager, Ryan Glassman, will provide you with a Gaggle Implementation Survey to provide important information on your objectives, environment, and timeframes. We will execute a website evaluation and create an initial project plan. A kickoff meeting or call will continue our discovery process as we work with you to finalize your project plan.

Phase 1: Planning for Success		District	Gaggle
1	Complete Gaggle Implementation Survey	X	
2	Execute Website Evaluation		X
3	Provide Theme Colors and Logos	X	
4	Create Initial Project Plan		X
5	Hold Kickoff Meeting / Call	X	X
6	Review and Finalize Project Plan	X	X

Phase 2 – Website Setup

This phase includes the technical setup of the Gaggle test sites, including any agreed upon content migration and branding. Site administrator training will be provided so you can add your content and build your website.

Phase 2: Website Setup		District	Gaggle
1	Create Test Website(s) and District Admin Accounts		X
2	Walkthrough / Training for Primary Admins	X	X
3	Create First Level Navigation Menus	X	X
4	Migrate / Upload Main Website Content	X	X*
5	Provide Walkthrough Training for Website Editors	X	X*
6	Migrate / Upload Additional Website Content	X	X*

*Optional fee-based service.

Phase 3 – Preparing to Launch

Once you have completed your minimum content, you will approve the website and determine a launch date. We recommend that you provide a walkthrough or training for teachers who will be creating and maintaining Class Pages.

Phase 3: Preparing to Launch		District	Gaggle
1	Review Website Architecture and Content	X	
2	Provide Walkthrough / Training for Teachers	X	X*
3	Confirm Minimum Content for Launch	X	

Phase 4 – Launch and Ongoing Support

Your approved test sites will go live on your determined launch date. Gaggle’s commitment to your successful implementation will continue throughout your first and subsequent years with us. While you are responsible for the maintenance and management of your website content, we will provide accessible customer service and support for you and all of your users throughout our relationship.

Phase 4: Launch and Ongoing Support		District	Gaggle
1	Launch Live Websites	X	X
2	Continue Build Out of Content and Class Pages	X	
3	Maintain and Manage Ongoing Content	X	
4	Provide Ongoing Support		X

*Optional fee-based service

Provide details of the availability and levels of technical support which should include 24 x 7 x 365 customer support availability.

Gaggle includes unlimited customer and technical support at no additional charge. We are known for our excellent customer support; in fact we were recently named a Stevie Award Finalist. We strive for complete customer satisfaction and provide outstanding customer service to all users. When calling our customer service, you will speak with a live person, not caught in an automated phone system. All users can contact us directly for assistance; and thus eliminate the burden on the district’s help desk.

The Gaggle customer service team is available via our toll-free number or Live Chat feature Monday-Friday from 6:00AM – 10:00PM (CST). After hours and on weekends and holidays, customers are encouraged to reach our service department via support@gaggle.net. We guarantee an 8-hour or less response time, even on weekends and holidays, with a typical response time of less than 2 hours.

Gaggle’s case management system incorporates a three tier process. First line support is provided by customer service and generally 98% of all calls are handled here. In the event that the incident/problem cannot be resolved in the first support call it is then assigned for second tier resolution and remediation. Gaggle has many tools in place to trouble shoot and resolve incidents such as screen sharing and tracking software to assist with identification and replication of incidents. Incidents that cannot be resolved by second tier support are identified and tracked in Gaggle’s Jira system.

The Jira process uses the following factors to triage incidents/problems such as: identification of nature of problem, resolution options, frequency of occurrence, impact on use of system, and impact of multiple or single users. In the event that long term resolution of the incident is not easily seen workarounds are explored and deployed through working with the district.

Provide information on your company’s project management process, including proficiency in coordinating implementation, resources, and communications.

Gaggle is K-12 focused with processes based upon best practices from providing services to the K-12 market since 1999. Gaggle employees are cross-trained to provide solutions to districts at almost every level. Our customers deal directly with the Gaggle support and engineering teams for immediate answers to questions. Gaggle has continued to grow because the product is excellent, and the customer service is exceptional.

Gaggle’s executive team brings collectively over 40 years of K-12 experience to the table. Team members go through a rigorous training program to be well versed in the product and the work flows associated with their position. Our Implementation team is headed up by a licensed PMP who is also a former educator. The technical support team is headed up by a former District IT Director and all members of the tech support team have actual experience working in the tech department of a school district.

Security/Backup/Business Recovery

Describe the protection that you have in place to ensure that the web pages are secured and only updated by those individuals who have the rights to do so.

Gaggle supports password protected logins for administrators, teachers, parents, and students to insure that web pages are secure and can only be updated by individuals who have the rights to do so.

An added layer of security is Gaggle's Content Monitoring feature. Gaggle's website hosting solution includes content monitoring to detect hackers and protect your school and district reputation. You might have hundreds or even thousands of teachers, staff, and administrators with website accounts who can publish content. Are all of those passwords safe?

Additionally, even authorized users can have lapses in judgment when it comes to content publishing. Gaggle's Content Monitoring can alert you to these situations. With Gaggle, you can sleep well knowing that no one is posting offensive or questionable content on your public-facing website

Describe the protection you have in place to ensure the security of student and staff information.

Gaggle takes student and staff data security very seriously. We use a variety of measures to protect the security and privacy of our users. Gaggle will not distribute to third parties any personally identifiable information.

Gaggle complies with all US privacy and safety laws, particularly those involving students or children. These include: Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Children's Online Privacy Protection Act (COPPA), and Children's Internet Protection Act (CIPA). Gaggle also conducts criminal background checks on our employees.

Outline your backup processes and redundancy assurance. Provide statistics in regards to up-time.

Complete backup and restore capabilities are provided with Gaggle's solution. Gaggle backs up all data on a daily basis. Client data is stored on three separate storage systems in two geographically disparate data centers, providing data redundancy and security. Gaggle provides state-of-the-art web hosting services with 99.999% guaranteed up time.

Gaggle uses a content delivery network (CDN). Static content and cached pages are stored in multiple cloud locations. Your users will receive data from closest CDN facility to ensure the fastest possible download speeds and a superior web experience. Our CDN data centers located across the country in Atlanta, Boston, Chicago, Dallas, Denver, Los Angeles, Miami, New York, Philadelphia, San Jose, Seattle, Toronto, and Washington DC.

Describe your business recovery plan.

Gaggle maintains disaster recovery protection by redundantly archiving all data in multiple locations. Client data is stored on three separate enterprise storage systems kept in constant synchronization. Each storage system is currently over 1,000 terabytes in size and has multiple redundancies in case of disk or controller card failure.

Our primary co-location center is in Los Angeles, California. The data center is monitored 24/7 by security guards, with the Gaggle servers housed in a dedicated suite. The Los Angeles data center houses two of our three enterprise storage systems.

Gaggle's secondary data center is located in Redding, Pennsylvania and houses Gaggle's third enterprise storage system. This second facility provides our customers the assurance of data availability, even in the event of a major catastrophe in one part of the country.

Should Gaggle's primary facility experience a disaster of its own, the secondary facility is designed to take over, delivering uninterrupted service to its clients of all sizes.

Prior Experience

Provide at least 3 references of projects similar in scope to this project and any other pertinent information on your experience in working with school districts on large scale web hosting projects.

Founded in 1999, Gaggle is a leader in providing web-based learning tools and solutions to K-12 schools and districts. Gaggle currently provides Safe Online Learning Tools to more than 5,000,000 users and stores more than 5 billion messages.

GAGGLE INCLUDES:	
District Web Sites	School Web Sites
Email Accounts	Teacher Web Pages
Blogs	Digital Lockers
Assignments	Class Pages
Chat Rooms	Instant Messaging
Gaggle Safety Management	Calendars
GaggleTube (YouTube access)	Discussion Boards
Mark It Up! Grading Tool	Chromebook Integration
iPad App	Android App
Gaggle Safety Management for Google	Gaggle Safety Management for O365

Awards

Gaggle has received numerous educational technology awards. Below are the recent notable awards:

- 2015 Tech & Learning Award of Excellence Winner
- 2014 CODiE Award Finalist in the category of Best Education Community Solution
- 2014 District Administration Top 100 Award
- 2014 Tech & Learning Award of Excellence Winner
- 2014 ISTE Best of Show Award
- 2013 CODiE Award Finalist in the category of Best Education Community Solution
- 2013 CODiE Award Finalist in the category of Best Cross-Curricular Solution
- 2013 Tech & Learning Award of Excellence Winner

Gaggle References

Marmaduke School District

Website: www.mhs.nesc.k12.ar.us

Becky Weatherford, Assistant Technology Coordinator

Email: bweatherford@msd.gaggle.net

Phone: (870) 597-2723

Our Lady of Sorrows School

Website: www.olscorona.org

Kathleen Bollinger, Principal

Email: kbollinger@olscorona.org

Phone: (718) 426-5517

Henry-Senachwine CUSD 5

Website: hscud5.org

Lisa Ransom, Webmaster

Email: lransom@hscud5.org

Phone: (309) 364-3614

North Valley Military Institute

Website: www.novamil.org/

Dr. Mark Ryan, Superintendent

Email: mryan@novamil.org

Phone: (818) 368-1557 x 2215

Sample Gaggle Websites

<http://www.laurelschools.org/>

<http://www.tyrrell.k12.nc.us/>

<http://www.elizabethhighschoolbulldogs.com/>

<http://www.hscud5.org/>

<http://www.stagathaacademy.org/>

<http://www.novamil.org/>

The company, product and service names used in this proposal are for identification purposes only. All trademarks and registered trademarks are the property of their respective owners.

Public Information Communication Services Costs Form

Vendor: Gaggle.Net, Inc.

Contact Person: Ryan Glassman, Regional Relationship Manager

Applicable Services	Installation or Setup Cost	Monthly/Annual Recurring Cost (36 Month Contract)
Gaggle Web Hosting Services	Optional Data Migration - \$50/hour	\$995 Annual Fee Per Site

The costs defined above will be in effect from July 1, 2015 – June 30, 2018.

Signature of Authorized Representative

Jennie Eft

Printed Name

SCHOOL & DISTRICT WEBSITES

TURN YOUR WEBSITE INTO A COMMUNICATION
AND COLLABORATION PLATFORM.

Basic Website Package

- + A low-cost solution that guarantees a great-looking website.
- + Logically designed navigation.
- + Easy-to-use content management and tools.
- + Locked configuration to ensure website consistency.

Standard Website Package

- + Customizable configurations and layouts.
- + Faculty and staff accounts with corresponding directory and teacher profile pages.
- + Automated Account Provisioning of teacher and administrator accounts.
- + Single Sign-on with Gaggle's Safe Classroom LMS or other products.
- + Content Monitoring that protects a school or district website from hackers or other malicious use.

Webmaster Package

Imagine someone else doing all the work on your website. A professional photographer comes to your school to take pictures, graphic designers create your website, and content editors interview your staff throughout the year to keep your website content fresh. Let us make your school website great!



“

I've been waiting seven years for Gaggle to offer website hosting for schools and districts. The care and attention they give to districts makes Gaggle an obvious choice for school and district websites.”

Candace Hosey
Executive Director
Technology and CTE Services
Rowan-Salisbury School



SCHOOL & DISTRICT WEBSITES

	Basic Package	Standard Package	Webmaster Package
Cost	\$495	\$995	Call
Design			
Comprehensive theme and template library	+	+	+
District and school calendars	+	+	+
Intelligent site search	+	+	+
Photo galleries and image libraries	+	+	+
Responsive design for mobile access	+	+	+
Simple-to-use content management system	+	+	+
Videos, polls, forms and surveys	+	+	+
Consultation and review of current website		+	+
Customizable themes		+	+
Dedicated content editor			+
Photography and graphic design services			+
Functionality			
Language translation	+	+	+
Real-time updates	+	+	+
Search engine-friendly pages	+	+	+
Social media integration	+	+	+
Provisioning of staff and faculty accounts		+	+
Reputation management and hacking prevention		+	+
Single Sign-on		+	+
Teacher & Class Pages		+	+
SIS integration		+	+

All Gaggle School & District Websites include:

99.999% uptime SLA	Version Control	Reliable Content Delivery Network
Daily phone support from 6 a.m. to 10 p.m.	Secure hosting	Unlimited file storage and pages





TERMS OF SERVICE

Please read the following agreement carefully. This document explains your rights and obligations as a user of Gaggle and its online web hosting and cloud tools and services. While Gaggle provides an exciting opportunity to expand the learning environment, our goal is to protect our users from inappropriate materials and content received and sent via e-mail, and through online tools for the schools of tomorrow. The Gaggle services include email, web hosting, email archiving, Human Monitoring Services ("HMS"), integration of Gaggle email with Google® and Microsoft® services, and live@edu.

The internet and e-mail world is changing rapidly. For these reasons it may be necessary to update or revise parts of this agreement or features of the Gaggle service, without prior notice and the changes will be updated on Gaggle.Net. If you choose not to agree with the changes your only remedy would be to cancel your Gaggle subscription. Gaggle may at any time modify or discontinue Gaggle email service without liability to any user or third party.

Acceptance of Terms:

By completing the registration process, providing us with current, complete and accurate information, and by clicking on the "I Accept" button, you are agreeing to be bound by these Terms of Use.

General Policy and Guidelines:

When your information is verified and you accept this agreement you will receive a login instruction and request for identification as an Administrator based on Gaggle's applicable administration hierarchy. As an administrative user you accept responsibility to issue accounts to only those individuals that are students, teachers, employees or verified users of your organization.

Although an industrious user may discover ways to send or receive inappropriate information that has yet to be identified by Gaggle, your authorized users' access to and the use of Gaggle shall for this reason be under your direction and monitored as a regular organizational activity. All users of Gaggle agree to use Gaggle in accordance with community standards and your organization's acceptable use policy.

Limited Right to Use:

© 2012 Gaggle.Net. All rights reserved. THE UNAUTHORIZED COPYING, DISPLAYING OR OTHER USE OF ANY GAGGLE CONTENT FROM THIS SITE IS A VIOLATION OF THE LAW. This web site is owned and operated by Gaggle. The Materials provided on this website includes information prepared by Gaggle and/or compiled from public information provided by various public sources. Unless otherwise specified, all Materials as displayed, configured and provided on this website are the property of Gaggle and are protected by the copyright laws of the United States and, throughout the world by the applicable copyright laws. No Materials published by Gaggle on this website, in whole or in part, may be copied,

reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission from Gaggle. The use of any such Materials on any other website or networked computer environment or for any other purpose is strictly prohibited and such unauthorized use may violate copyright, trademark and other similar laws.

Communications:

EXCEPT FOR ANY DISCLOSURE BY YOU FOR TECHNICAL SUPPORT PURPOSES, or as specified in our Privacy Statement, all communications from you to or on this website will be considered non-confidential and non-proprietary. You agree that any and all comments, information, feedback and ideas that you communicate to Gaggle or on the website through available chat rooms, message boards, blogs or texting will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership, including without limitation, unrestricted right to delete, use or disclose such communication in any form, medium or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use this website to distribute, link to or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third party intellectual property or privacy rights.

Use of Gaggle.Net and Services:

Gaggle provides a variety of services and learning tools online through Gaggle.Net ("Services"). Unless you have subscribed to the Human Monitoring Services, Gaggle will not, in the ordinary course of business, review private electronic messages that are not addressed to us. However, we maintain the right to do so and to use any other forms of information available to us by virtue of your use of Gaggle.Net and its services in order to comply with the law, to enforce our Terms of Use, or to protect the rights, property or safety of users of our website. Gaggle reserves the right to deny access to the website or any Services to anyone who violates the Terms of Use, who, in our judgment, interferes with the ability of others to enjoy our website or infringes the rights of others. We also reserve the right (but assume no obligation) to delete, move, or edit any content (including text, software, images, sounds, and other information) that comes to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons. Without limiting the foregoing, we may immediately terminate your use of Gaggle.Net and any Services if you engage in any of the following prohibited activities:

- Uploading, posting, emailing, transmitting or otherwise making available any content that is unlawful, harmful, threatening, abusive, libelous, or obscene;
- Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, or editing or attempting to edit comments or the vote of another person;
- Forging headers or otherwise manipulating identifiers in a manner that disguises the origin of any content you transmit through any Service;
- Uploading, posting, emailing, transmitting or otherwise making available any content that you do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Uploading, posting, emailing, transmitting or otherwise making available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- Uploading, posting, emailing, transmitting or otherwise making available any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation, without our express written approval;
- Gathering for the purpose of "spamming" any email addresses that users post in our forums and other public posting areas;
- Uploading, posting, emailing, transmitting or otherwise making available any content or material that contains software viruses, worms or any other computer code, files or programs designed to interrupt, destroy or limit

the functionality of any computer software or hardware or telecommunications or other equipment, or to cause a security breach of such software, hardware or telecommunications or other equipment;

- Uploading or posting any off-topic or irrelevant material to any chat room or forum;
- “Stalking”, “bullying” or otherwise harassing another;
- Gaining unauthorized access to our website, or any account, computer system, or network connected to this website, by means such as hacking, password mining or other illicit means; or
- Obtaining or attempting to obtain any materials or information through any means not intentionally made available through this web site.

Unauthorized Access; Password Protected and Secured Areas

Account users shall be responsible for unauthorized access made through their username and password. For this reason Gaggle recommends that users change their passwords periodically. Access to and use of current or future password protected or secured areas of Gaggle.Net or any Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms on this website or when ordering any Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by your web administrator on your behalf, to access this website as well as any account activity that may occur under your username/password. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials you are exposed to through this website. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.

Privacy and Security

Gaggle uses a variety of measures to protect the security and privacy of its users (please refer to the Privacy statement for further details). Users should be aware, however, that Gaggle cannot guarantee security and confidentiality on this website or through the Services. Gaggle accepts no responsibility for harm caused directly or indirectly by its use. Users should also be aware that the use of Gaggle Email and/or Email through Google account integration is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications on or through this website, including but not limited to back up or review messages to identify network problems, or to determine whether you comply with our Terms of Use. Gaggle at its discretion may choose to turn over or make available message content to appropriate personnel or law enforcement agencies if required. Please also refer to Gaggle’s Privacy Statement.

Message Storage and Other Limitations

The amount of e-mail storage space is limited for each user depending upon your subscription. Gaggle is not responsible or liable for the deletion of messages or other information.

Links to Other Sites

The linked sites are not under the control of Gaggle and Gaggle is not responsible for the content of any linked site or any link contained in a linked site. Gaggle reserves the right to terminate any link at any time. Gaggle may provide links from this website to other sites as a convenience to you and in no way should this be interpreted as an endorsement of any company, content or products to which it links. If you decide to access any of the third party sites linked to this web site, you do this entirely at your own risk. GAGGLE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO ANY SUCH LINKED SITES, INCLUDING BUT NOT LIMITED TO ANY TERMS AS TO THE ACCURACY, OWNERSHIP, VALIDITY OR LEGALITY OF ANY CONTENT OF A LINKED SITE.

Trademarks

The trademarks, service marks, logos, slogans and product designations of Gaggle and others used in this website ("Trademarks") are the property of Gaggle and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in this website or the Terms of Use grants any right to use (by license, implication, waiver, estoppel or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

Liability

You assume total responsibility for the use of the Software and use the same at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents that the software may contain bugs and is not designed or intended for use in mission critical environments requiring fail-safe performance.

Limitation of Liability, Statute of Limitations

IN NO EVENT SHALL GAGGLE BE LIABLE WITH RESPECT TO THE SITE, PRODUCT, LICENSED SOFTWARE OR THE SERVICES (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY YOU; OR (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION AGAINST GAGGLE ARISING OUT OF OR RELATED TO USE OF THE SITE, PRODUCT, LICENSED SOFTWARE, SERVICES OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

Safe Harbor Statement, COPPA Statement, CIPA Statement and FERPA.

The Company is dedicated to providing safe email accounts for students, online navigation and complying with the Children's Online Privacy Protection Act of 1998 ("COPPA") and Children's Internet Protection Act ("CIPA"). We will manage your account in accordance with the Company's Safe Harbor Statement, COPPA Statement and CIPA Statement provided on the Site, and you are required to comply with all applicable laws including but not limited to COPPA, CIPA and Family Educational Rights and Privacy Act ("FERPA"). Please also refer to Gaggle's Privacy Statement and any applicable Service Level Agreement.

Indemnity

You agree to indemnify, defend and hold Gaggle harmless from and against any and all third party claims, liabilities, damages, losses or expenses (including reasonable attorney's fees and costs) arising out of, based on or in connection with your access and/or use of this website, the Software, Product or Services.

Advertisements

Gaggle reserves the right the post advertisements on the free version of its service. In all cases, we are committed to preventing inappropriate content from reaching students. We block all advertisements related to alcohol, tobacco, gambling, violence and sexual content. Occasionally, a questionable advertisement may get past the filters. If you observe such an advertisement, please contact Gaggle's customer service as soon as possible at (800) 288-7750 or e-mail to admin@gaggle.net. We will attempt to find and block the advertisement from the system.

Termination and Cancellation

Either you or Gaggle may terminate or cancel your account at any time. You can cancel your account by notifying Gaggle's Customer Service department at (800) 288-7750, by sending your cancellation to Gaggle, PO Box 1352, Bloomington, IL 61702-1361, or e-mail to admin@gaggle.net, or by fax to 309-665-0171.

Violations

Please report any violations of these Terms of Use to Gaggle's Customer Service department at (800) 288-7750, or e-mail to admin@gaggle.net, or by fax to 309-665-0171.

General Questions

If you have any questions regarding the Terms of Use, please contact Gaggle's Customer Service department at (800) 288-7750, or e-mail to admin@gaggle.net, or by fax to 309-665-0171.



SERVICE LEVEL AGREEMENT FOR GAGGLE SUBSCRIPTION AGREEMENT

Email and Web Hosting Services

This Service Level Agreement ("SLA") for Gaggle Internet Email and Web Hosting services is made by Gaggle in connection with, and is a part of, your Gaggle Subscription Agreement, the terms of which are incorporated by reference into this SLA.

This SLA establishes the understanding for Gaggle to provide email and Web Hosting Services to ensure maximum performance and Uptime. Compensation for the Services provided under this SLA shall be at the rates and terms set forth in the Gaggle invoice attachment to your Subscription Agreement.

1. **Scope of Services.** Gaggle email and Web Hosting Services shall include Email, webhosting and website, content management, Messages Boards, Blogs, SMS text capabilities, Social Wall, Digital Locker, Gaggletube, Gaggle Office Apps, Homework Assignment Dropboxes, Mark it Up, Instant Messenger and ChatRooms, as may be revised from time to time. Use of email accounts shall be limited to those individuals granted a passcode or access code by your organization. You shall be solely responsible for the assignment of email accounts, passcodes and access codes, and the enforcement of user access security. Gaggle shall use commercially reasonable efforts to assist you advise you in identifying any known security breach detection or identification but Gaggle shall not be liable to you or any user for any inability, failure or mistake in connection with such assistance. You must notify Gaggle of the name and contact information for the Email Account Administrator responsible for the management of the email platform within your organization and enforcement of access security including accounts, passcodes and access codes. If you change Email Account Administrator, you must immediately notify Gaggle. The Gaggle Services shall only be used in a manner consistent with the appropriate uses associated with the operations and functions of your organization, and shall not be contrary to public policy, the law, and commercially acceptable email etiquette. Failure to comply with these use limitations may result in Gaggle suspending or terminating the Services of the violating user or your organization without notice.
2. **Customer Technical Specifications for Use of Services.** You are responsible, at your own expense and cost, to maintain the Customer Technical Specifications recommended by Gaggle. While Gaggle does not recommend a specific brand or software (unless specifically identified), your system should be compatible with and in compliance with the following:

- a. The Gaggle system is a custom java application running on Linux CentOS. The web servers run Apache with the Tomcat servlet engine. The system provides a complete web interface to the email accounts as well as web-based administration. Email access is also provided to customer programs using custom POP3, IMAP, and SMTP server applications. Your organization's and other user data is stored in multiple MySQL databases with extensive redundancy and failover. The website is PHP based powered by Drupal.
 - b. The mail transfer agent used by Gaggle is a custom compiled version of qmail, which includes anti-spam and anti-virus functionality. Failover and redundancy is maintained for web, mail, and storage applications with data centers in two geographically dispersed states.
 - c. Your hardware must connect to the Internet utilizing a modern web browser. The minimum browser requirements are Internet Explorer 9.0+, Mozilla Firefox 11.0+, Safari 5.0+ or Google Chrome. Some of Gaggle's tools use Java Applets and Adobe Flash; as such these technologies should be current. Gaggle supports Macintosh, Windows, and Linux platforms as well as most mobile devices.
 - d. Internet bandwidth and connectivity will affect any web-based service, including Gaggle. If your system has limited bandwidth or high latency, Gaggle performance can be affected. As a provider of Web based tools, our applications run best in a high-speed environment with priority given to Gaggle Services.
 - e. Gaggle's mobile phone version of our web interactive tools include Email, Blogs, Calendars, Message Boards, YouTube access, and Homework Dropboxes. Currently, not all interactive web tools have a mobile interface and Gaggle is continuing to develop additional mobile web applications. Gaggle utilizes responsive design for technology for it websites which automatically adjust the end user view to the device that is accessing the website. Gaggle will notify customers when additional mobile web applications are available. The mobile interface has been optimized to work in a low bandwidth environment, on small screen sizes, and with relatively slower processors. Gaggle Mobile provides access via Tablets, iPads, iPod Touches, iPhones and Android devices.
3. **Gaggle Maintenance and Downtime.** Gaggle shall regularly maintain and update, as needed, the Services platform. General maintenance typically shall not result in an interruption of or Downtime in the Service, except for Scheduled Downtime or emergency downtime outside of the control of Gaggle. Gaggle guarantees that the Gaggle platform shall be available 99.5% of the time in a given month, excluding Scheduled Downtime for maintenance and emergency downtime. Network Downtime exists when a particular customer is unable to send or receive data from Gaggle servers, the failure is resolvable by Gaggle, and such failure has been clearly and fully communicated in writing to the Gaggle Technical Support Team; Downtime shall be applicable until the server is able to send and receive data, as confirmed by Gaggle's monitoring systems. There are third party applications used within the Gaggle platform, and Gaggle does not have control over these applications; Downtime of these applications are specifically excluded from this SLA. Gaggle has built a fail-over system with redundancy to store and queue incoming/outgoing communication from our customers in the event of a connectivity/email outage. Downtime for a domain is classified as more than a five percent user error rate. Downtime is measured based on server side error rate. Maintenance and updates to the platform which may require an interruption of Service shall be scheduled by Gaggle through written notice to you of the Scheduled Downtime. Gaggle shall undertake commercially reasonable efforts to arrange Scheduled Downtime for maintenance and updates to be performed during off-peak hours.

4. **Gaggle Technical and Customer Support.** Gaggle provides both technical and customer support as follows:
- a. Gaggle provides technical support 24x7 (twenty-four hours per day, seven days per week). Response time commitments are made based on the severity of the issue, ranging from six hours for critical issues to twenty-four hours for informational requests. You can reach our Technical Support via our toll free number or live chat, Monday through Friday between the hours of 6 A.M. and 6 P.M. Central Standard Time (CST) or contact us by email at admin@gaggle.net. After hours support is provided through a monitored email box with a maximum response time of eight hours. After hours response times are typically between 2 and 4 hours. Gaggle maintains a case system to manage customer service issues. In most cases the issue is able to be resolved in the first interaction between the customer and Gaggle. In the event the issue is unable to be resolved in the first interaction, the case management system shall track the flow of the problem, manage escalation and provide management insight and proposed resolution. Bugs and other issues requiring programming or code changes are managed through Gaggle's customized tracking system. Process is monitored and all parties for which the customer has identified to Gaggle shall receive notification of resolution. In partnership with the customer, Gaggle identifies the individuals to receive notice and resolution based upon nature and severity of the issues. A system performance blog is also available to all administrative users of Gaggle with an RSS feed to provide current updates and information about system performances and incident.
 - b. Customers may communicate with the Gaggle customer service team through email (support@gaggle.net), toll free telephone (800.288.7750) or by accessing our live chat feature within the Gaggle interface. After normal business hours, and on weekends and holidays, customers may contact our service department by using the admin@gaggle.net email address. Gaggle shall respond to customer inquiries within eight (8) hours with typical response times between 2 and 4 hours. In addition to the email, telephone and live chat features, customers may also utilize Gaggle's extensive library of on-line documentation, tutorials and product features, including the Quick Start Guides.
5. **Communication Back-Up and Spam.** Gaggle backs up all communications on a daily basis. However, the system backup is only a snapshot of content and is not equivalent to a full content archiving program solution. Gaggle customer email aliases which FORWARD to personal and/or work-related email addresses cannot and WILL NOT be backed-up on the system. Gaggle's Terms of Use specifically prohibit the use of spam. Any user account that violates Gaggle's NO SPAM TOLERANCE policy shall be immediately terminated without notice. Please refer to the Terms of Use.
6. **Virus Protection.** Viruses are broadly defined as known malware, which includes viruses, worms, and Trojan horses. A virus is considered "known" when an enterprise class commercially acknowledged virus scanning machine can detect the virus and the detection capability is throughout the entire network. Gaggle uses a two-pronged approach to combating viruses, with an enterprise-class commercial virus scanning solution as well as a customized Clam AV system. Each message is scanned twice for viruses, once on the upload to the Gaggle servers and again prior to downloading the attachment by the end user. Gaggle's virus definition libraries are updated each hour. Further, Gaggle has industry recognized systems in place to detect and deflect spam including an enterprise-class commercial anti-spam system. While the Gaggle anti-spam systems analyze all incoming mail to identify new spammers in real time, and to minimize false positive exclusion of valid email, you acknowledge that classification of spam is subjective and accept that Gaggle will make a good faith estimation of the spam to maximize the anti-spam protection within the system. Additionally, in order to minimize disruption to the Service, a throttling mechanism is used to deter access by servers that attempt to deliver large quantities of mail to the Gaggle servers.

7. **Limitations.** This SLA and any applicable Services do not apply to any performance or availability issues:
- a. Due to factors outside of Gaggle’s control, including but not limited to natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA..
 - b. That result from your and/or a third party hardware or software and not within the primary control of Gaggle.
 - c. Resulting from outages between Gaggle’s Internet Connectivity Provider and our web servers.
 - d. Relating to Domain Name Server (“DNS”) issues outside the control of Gaggle, including, without limitation, DNS propagation or any delays in the registration or transfer of domain name due to domain registrar or registry issues; browser or DNS caching that may make your site appear inaccessible when others can still access your site.
 - e. Due to Scheduled Downtime including upgrades and emergency maintenance.
 - f. Due to customer’s acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g. CGI, Perl, HTML, ASP, etc.) and also including unauthorized, unlawful email practices such as Spam.
 - g. Due to false outages reported as a result of any Gaggle measurement system problems or errors.
 - h. Due to any negligence, willful misconduct, or use of the Services in breach of this SLA, the Subscription Agreement, Privacy Statement and/or Terms of Use.
8. **Termination.** Either party may terminate the Services under this SLA at any time by providing thirty (30) day written notice of the intent to terminate. Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if you breach any of the terms or conditions of this SLA, the Subscription Agreement, the Terms of Use or the Privacy Statement. Upon termination of this SLA, your right to use the Services will immediately cease.
9. **Miscellaneous.** The following terms shall apply to this SLA;
- a. **Notices.** Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party’s legal department and primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
 - b. **Assignment.** Neither party may assign or transfer any part of this SLA without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.