THRUN
LAW FIRM, P.C.
POLICY SERVICE

Terms and Conditions

These Terms and Conditions govern your use of the Thrun Policy Products (defined below) provided by Thrun Law Firm, P.C. "You" and "yours" refer to the school district or intermediate school district purchasing the Thrun Policy Products as identified in the accompanying Order Form completed by you and accepted by Thrun (your "Order Form"). "Thrun" refers to Thrun Law Firm, P.C.

1. **License and Use**. Subject to these Terms and Conditions, Thrun grants you a nonexclusive, non-transferable, non-licensable, perpetual limited right to use the Thrun Policy Service products identified in your Order Form (i.e., policies, handbooks, administrative guidelines, forms, updates) together with all related instruction manuals, checklists, summaries, and other associated materials (collectively, "Policy Products") in Michigan. You may use the Policy Products and create derivative works solely for your own internal operational purposes (i.e., you may use the Policy Products in connection with the operation of your schools and programs) subject to your compliance with the use restrictions contained herein.

By accepting the rights granted by Thrun, you agree not to:

(a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Policy Products, derivative works based on the Policy Products created by you, or any permitted backup copies of the foregoing, to third parties;

(b) remove a copyright notice from any Policy Product; or

(c) use the Policy Products or derivative works created by you in any manner inconsistent with the rights granted above.

Notwithstanding the foregoing, you may:

(a) post Policy Products (other than the unmodified form Policy Products, instruction manuals, implementation checklists, and other associated materials) and your derivative works in a publicly viewable format on your website or a third-party hosted website on your behalf,

(b) furnish hard copies of Policy Products (other than the unmodified form Policy Products, instruction manuals, implementation checklists, and other associated materials) and derivative works to third parties seeking those items for informational purpose, or

(c) provide Policy Products where required by court order or applicable law, including in response to a Freedom of Information Act request to the extent that the Policy Products are not exempt from disclosure under the Freedom of Information Act.

If you fail to comply with any material obligation in these Terms and Conditions or the accompanying Order Form, including a failure to pay for Policy Products or an unauthorized

transfer of Policy Products to a third party, Thrun may terminate the license granted to you in its sole discretion.

2. **Ownership of Intellectual Property**. You acknowledge and agree that Thrun is the sole and exclusive owner of the Policy Products, as may be revised and amended from time to time, including any derivative works created by you that are based on the Policy Products. You further acknowledge and agree that the Policy Products are protected by copyright and other proprietary rights and laws. You agree that Thrun may use your feedback and derivative works to revise and/or create new Policy Products, which shall continue to be owned by Thrun.

3. **Your Responsibilities**. The Policy Products are generic in nature and not tailored for your particular school district or intermediate school district. You are responsible for selecting any identified options within the Policy Products and modifying the Policy Products to suit your particular needs. Although Thrun's updates to the Policy Products will assist you, you are ultimately responsible for keeping your policies, administrative guidelines, and forms up to date. You must provide all equipment and software necessary to access and use the Policy Products in the form provided to you by Thrun, including, but not limited to, Microsoft Word. You are responsible for any fees, including Internet connection or mobile fees, that you incur when using the Policy Products online or through a third party platform.

4. **Warranties and Disclaimers**. Thrun represents and warrants that it has full right, power, and authority to grant you the license to use the Policy Products described in Section 1 and that, subject to your compliance with these Terms and Conditions, your use of the Policy Products will not infringe any copyright, trademark, or patent. If another person asserts that your use of the Policy Products in accordance with these Terms and Conditions violates that person's copyright, trademark, or patent, Thrun will, at its option, defend you against such assertions at Thrun's cost or provide you a full refund for fees paid for Policy Products; provided, however, that Thrun is not obligated to defend you against such assertions or provide you a refund if the violation or infringement is caused by modifications to the Policy Products by any person or entity other than Thrun. Because you are responsible for modifying the Policy Products to suit your particular needs, Thrun provides the Policy Products to you "as is" and without warranties of any kind, whether express, implied, or arising under the law, including, without limitation, warranties of merchantability or fitness for a particular purpose.

You assume all responsibility for any modifications to, or derivative works you create from, the Policy Products. If you modify, or create derivative works from, Thrun Policy products, you are solely responsible for such modifications or derivative works and all liability arising from the modifications or derivative works. If you unsubscribe from updates, you are solely responsible for keeping the Policy Products up to date and legally compliant. You are responsible for maintaining the confidentiality of Thrun Law Firm website login and password credentials provided to you, and you agree that you will not share these credentials with any third party without Thrun's advance written consent. You will immediately report the loss, disclosure, or misuse of your credentials to Thrun. You must maintain such credentials for the length of time you want to access the Policy Products, and you understand that you may be charged an additional fee for replacement credentials. Your use of a website and/or third-party solution to access or post the Policy Products is at your risk.

5. **Updates and Pricing**. If you elected to purchase updates as shown on the Order Form, you will be provided with updates at least on an annual basis, unless Thrun determines that no updates are necessary. If Thrun determines that legal changes require more frequent updates, Thrun will provide one or more additional updates during the year. The annual period for updates runs from July 1 through June 30 of each year.

Thrun will bill you for updates in May or June for the most recently completed annual update period. For example, if you purchase updates in 2021, we will provide updates as needed throughout the 2021-2022 school year and then invoice you for the annual fee in May or June 2022. You may terminate your update subscription at any time; provided, however, that you must pay the applicable update fee (and you will receive updates) for the current annual period if you terminate your subscription after December 31.

Current pricing information is shown on the Order Form. In the future, Thrun may change its pricing for Policy Products and, if that happens, Thrun will notify you of the pricing changes for the upcoming annual period before it begins.

Thrun reserves the right to discontinue updates at any time, except that if you already paid the update fee for a given annual period, Thrun will, in its discretion, either refund you the update fee for that period or provide updates through the end of that period.

The prices shown on the Order Form do not include the cost of attorney time to draft a new policy, or modify an existing Policy Product, on your behalf. At your request, Thrun will prepare a new policy, or modify an existing Policy Product, on your behalf and bill you at the respective attorney's hourly rate.

6. **Payment of Fees.** You agree to pay all fees in accordance with the terms set forth in the Order Form and as further described herein. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. You shall pay all invoices within 30 days. If you do not timely pay any amount due, Thrun may terminate the licenses granted to you.

7. **Use of Third-Party Services**. Links and referrals Thrun provides to third party services, products and solutions are provided for your convenience only. Thrun is not responsible for, and does not endorse, control, or make any warranties as to the products or services provided by third parties. You are responsible for complying with the terms of use for third party services and products.

8. **Remedies**. If you fail to comply with your obligations under Section 1 "License and Use" above, in addition to Thrun's right to terminate your license to use the Policy Products, Thrun will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction, and permanent injunction, all without bond), restraining you from any further use of the Policy Products and requiring that all copies be immediately returned to Thrun. This Section does not limit Thrun's right to pursue any other remedy or relief. You further agree that Thrun's pursuit of any remedy will not constitute a limitation of other available remedies.

9. **Limitation of Liability**. Under no circumstances shall Thrun be liable for any indirect, incidental, special, or consequential damages that result from the use of, or inability to use, the Policy Products; provided that this exclusion shall not apply to damages caused by your use of the Policy Products pursuant to Thrun's legal advice in a manner consistent with these Terms and Conditions and the Order Form.

10. **Waiver**. The failure of either party to insist upon strict performance of any covenants or conditions of these Terms and Conditions or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but shall be and remain in full force and effect. No covenant, term, or condition of these Terms and Conditions shall be deemed to have been waived by either party unless such waiver be in writing by that party.

11. **Entire Agreement**. These Terms and Conditions, together with your Order Form, sets forth all covenants, promises, agreements, conditions, and understandings between you and Thrun concerning the use of the Policy Products.

12. **Amendments**. Upon thirty (30) days' written notice to you, Thrun may modify these Terms and Conditions at any time. Otherwise, no subsequent alteration, amendment, change or addition to these Terms and Conditions shall be binding upon the parties unless reduced in writing and signed by both parties.

13. **Severability**. If any term, covenant, or condition of these Terms and Conditions or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms and Conditions or their application shall not be affected thereby and each term, covenant, or condition of these Terms and Conditions shall be valid and enforceable to the fullest extent permitted by law unless removal of such term, covenant, or condition materially impacts the general intent of these Terms and Conditions.

14. **Governing Law**. These Terms and Conditions and your use of the Policy Products will be governed, construed, and interpreted pursuant to the laws of the State of Michigan.

15. **Remedies Not Exclusive**. The parties agree that each and every right, remedy, and benefit provided by these Terms and Conditions is cumulative and shall not be exclusive of any other right, remedy, or benefit set forth in these Terms and Conditions or allowed by law.

16. **Assignment**. Thrun may transfer, subcontract, or assign its rights and/or obligations under these Terms and Conditions without notifying you or obtaining your consent. You may not transfer or assign your rights or obligations under these Terms and Conditions.

17. **Notices**. You agree that we may send notifications regarding the Policy Products and these Terms and Conditions to you via email.

18. **Review**. You may seek independent legal counsel (other than Thrun) regarding these Terms and Conditions and your purchase of the Policy Products.

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Order Form

Thrun Law Firm's comprehensive Policy Manual is available for purchase. Although not required for Policy Manual implementation, the related Administrative Guidelines and Forms, Student Handbook, and Employee Handbook are also available and align with the Policy Manual.

2026-2027 School Year Pricing Information

Retainer Clients		*Non-Retainer Clients*	
Policy Manual	$9,000	Policy Manual	$11,500
Administrative Guidelines/Forms	$5,000	Administrative Guidelines/Forms	$7,500
Student and Employee Handbooks	$1,500	Student and Employee Handbooks	$2,500
Annual Updates (26-27 SY)	up to $2,750 / SY	Annual Updates (26-27 SY)	up to $4,250/ SY

Student and Employee Handbooks

The Thrun model Student and Employee Handbooks are sold together and intended for Thrun Policy Subscribers, as both Handbooks reference the relevant Thrun policies throughout. Annual updates to the Handbooks will be included in the existing annual update fee for policy subscribers.

Annual Updates

Thrun Law Firm will update the Policy Manual, Handbooks, Administrative Guidelines, and Forms annually and on an "as needed" basis. The annual update fee may be less than $2,750 (for retainer clients) or $4,250 (for non-retainer clients) if few or no updates are necessary in a given school year. Update fees are subject to automatic annual renewal and are invoiced in June for the current school year. Annual updates will cover July 1 to June 30 of each year.

Implementation

After receiving a completed order form, Thrun Law Firm will provide the named contact person with confirming correspondence and instructions on how to access the Policy Service, along with an implementation checklist. The district will be billed once the order form has been processed.

Policy Implementation Meetings

The Thrun Policy Manual is not ready for immediate adoption by your board until it is first reviewed and customized by your district. As a part of the policy service fees, Thrun Law Firm will conduct policy implementation meetings via Zoom to review the policies and discuss options identified within the policies. The dates for those meetings are emailed to subscribing districts and published in Thrun Law Firm's monthly retainer client newsletter *School Law Notes* and on our Events Page.

Modifications

The Policy Manual, Handbooks, Administrative Guidelines, and Forms have been reviewed and vetted by our attorneys. Modifications are not included in the purchase price and will be billed at the respective attorney's hourly rate.

Online Platform

The Policy Service does not require districts to subscribe to an online platform from any particular vendor. Districts may inquire with their current online platform to determine if the current platform is compatible for posting the Policy Manual. Thrun Law Firm is not endorsing or recommending any particular platform to host board policies.

Payment

Thrun Law Firm will deliver an invoice upon receipt of this order form; payment is due within 30 days.

By signing this document, I acknowledge that I am making this purchase on behalf of the District/ISD, which will be invoiced for the products checked below and I will be subject to the attached Thrun Policy Service Terms and Conditions, which are incorporated by reference as if fully set forth herein.

Contact Person:* _____

Title: _____

E-mail: _____

District: _____

ISD: _____

Policy Manual	☐ Yes	Clear Form
Administrative Guidelines/Forms	☐ Yes	☐ No (Check One)
Student and Employee Handbooks	☐ Yes	☐ No (Check One)
Annual Updates	☐ Yes	☐ No (Check One)

Signature: _____

When completed, please return this form to Policy@ThrunLaw.com.

*The Contact Person must register an account on the Thrun Law Firm website. If the Contact Person does not have an account, please create an account at www.ThrunLaw.com. If the Contact Person is already a registered user on the Thrun Law Firm website, they do not need to create a new account.