

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Datatech Enterprises, Inc, ETAL; Datatech Smartsoft, Inc. (hereinafter "Contractor"), with its principal place of business at 30700 Russell Ranch Road, Suite 250, Westlake Village, CA 91107.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract, as well as the PressWise Customer License Agreement. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail. In the event of a conflict between the terms of this contract and the terms of the PressWise Customer License Agreement, the terms of this Contract shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows: set forth in the Presswise Customer License Agreement attached needs and incorporated herein.

~~Terms and Conditions are attached and incorporated into the contract.~~

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$28,715
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	MP11504-0735-900XS

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 16, 2023 and shall complete the Services no later than June 15, 2024, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor’s employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this

Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before

the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at

Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates below to be effective as of June 16, 2023.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

DATATECH ENTERPRISES, INC, ETAL;
DATATECH SMARTSOFT INC.
CONTRACTOR T

By: _____

By: _____

Title: Martin A. Pollio, Ed.D.,
Superintendent

Tony Tarpey
Title: Chief Operating Officer

Cabinet Member: Carolyn Callahan

(Initials)

PressWise Customer License Agreement

As part of the PressWise Service, Datatech SmartSoft, Inc. ("Datatech SmartSoft") will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. You agree to abide by this Agreement, including any materials available on the PressWise (presswise.com) website incorporated by reference herein, including but not limited to Datatech SmartSoft's PressWise privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

1. Privacy & Security; Disclosure

Datatech SmartSoft's PressWise privacy and security policies may be viewed at www.presswise.com/privacy. Datatech SmartSoft reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Datatech SmartSoft occasionally may need to notify all users of the Service (whether or not they have opted out as described above) about important announcements regarding the operation of the Service.

2. License Grant & Restrictions

Datatech SmartSoft hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Datatech SmartSoft and its licensors.

You may not access the Service if you are a direct competitor of Datatech SmartSoft products, including PressWise, except with prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User Seats may be shared or used by more than one Individual or group and may be deactivated or reassigned to new Individuals who are replacing former Individuals who have terminated employment or otherwise changed job status or function and no longer use the Service. Each user that is logged into the PressWise Service counts as an active instance and is utilizing a User Seat. You may not have more User Seats logged into the system than the number purchased in your Authorized Sales Order document(s).

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violates third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Datatech SmartSoft immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Datatech SmartSoft immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Individual(s); and (iii) not impersonate another PressWise user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Datatech SmartSoft does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Datatech SmartSoft, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Datatech SmartSoft shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), Datatech SmartSoft will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Datatech SmartSoft reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Datatech SmartSoft shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

Datatech SmartSoft, Inc. (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the PressWise Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the PressWise Technology or the Intellectual Property Rights owned by Datatech SmartSoft. The PressWise name, the PressWise logo, and the product names associated with the Service are trademarks of Datatech SmartSoft, and no right or license is granted to use them.

6. Third Party Interactions

During the use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between you and the applicable third-party. Datatech SmartSoft and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Datatech SmartSoft does not endorse any sites on the Internet that are linked through the Service. Datatech SmartSoft's PressWise provides these links to you only as a matter of convenience, and in no event shall Datatech SmartSoft or its licensors be responsible for any content, products, or other materials on or available from such sites. Datatech SmartSoft provides the Service to you pursuant to the terms and conditions of this Agreement. You

recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Charges and Payment of Fees

You shall pay all fees or charges at the time they are due and payable in accordance with the fees, charges, and billing terms set forth in the Sales Order document. Initial setup charges will be established by the Sales Order document and your attached, signed authorization, and paid before PressWise system setup activities begin.

Monthly service payments are also established in the Authorized Sales Order document, and shall be paid monthly, in advance, unless otherwise mutually agreed upon in the Sales Order document. All payment obligations are non-cancelable and all amounts paid are nonrefundable, including the Startup Fee. You are responsible for paying for the User license and all Individual Seats that You have ordered. Seats are purchased for the entire License Term, whether or not the Seat is actively employed. You must provide Datatech SmartSoft either with an ACH (Automated Clearing House) account along with the account information as a condition for starting PressWise Service if You expect to pay any fees and charges with an ACH account, or valid credit card information as a condition for starting PressWise Service if You expect to pay any fees and charges with a credit card. Any other payment terms must be agreed upon in advance by Datatech SmartSoft. An authorized Account Administrator may add Individual seats to the License by your signed authorization of an additional written Sales Order document. Each added Seat will be subject to the following: (i) the additional fee for an added Seat will be the then current, generally applicable fee; and (ii) Seats added in the middle of a billing month will be charged in advance and in full for that billing month.

Datatech SmartSoft, reserves the right to modify its fees and charges and to introduce new fees and charges at any time, upon at least 30 days prior notice to You, which notice may be provided by e-mail. All pricing terms are confidential, and You agree not to disclose them to any third party.

8. Data Storage

The maximum disk storage space provided to you at no additional charge is 50 gigabytes for Standard PressWise versions, and 30 gigabytes for Light and MIS versions. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. Datatech SmartSoft will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Datatech SmartSoft to so notify you shall not affect your responsibility for such additional storage charges. Datatech SmartSoft reserves the right to establish or modify its general practices and limits relating to storage of files and Customer Data.

9. Billing and Renewal

Datatech SmartSoft charges and collects in advance for use of the Service. Datatech SmartSoft will automatically renew and bill your credit card or debit your checking account at the then-current subscription plan rate, unless Datatech SmartSoft has given you at least 30 days' prior written notice, which may be provided by e-mail, of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. Datatech SmartSoft's PressWise fees are exclusive of all taxes, levies, or duties imposed by taxing

authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Datatech SmartSoft's income.

You agree to provide Datatech SmartSoft with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Account Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Datatech SmartSoft reserves the right to terminate your access to the Service in addition to any other legal remedies.

Unless Datatech SmartSoft in its discretion determines otherwise, all U.S. and non-U.S. subscribers will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes.

If you believe the amount charged for the Service is incorrect, you must contact us in writing within 60 days of the invoice date containing the amount in question to be eligible to receive an adjustment or credit.

10. Non-Payment and Suspension

In addition to any other rights granted to Datatech SmartSoft herein, Datatech SmartSoft reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for Subscription licenses during any period of suspension. If you or Datatech SmartSoft initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that Datatech SmartSoft may charge such unpaid fees to your credit card, ACH debit or otherwise bill you for such unpaid fees.

Datatech SmartSoft reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that Datatech SmartSoft has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

11. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. For Datatech SmartSoft's PressWise licenses, the term is indefinite and may be terminated at any time at Datatech SmartSoft's sole discretion. Upon the expiration of the Initial Term, which is one month, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term at current PressWise rates. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (5) business days prior to the date of the invoice for the following term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), Datatech SmartSoft will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that Datatech SmartSoft has no obligation to retain the Customer Data, and may delete such Customer Data immediately upon termination unless otherwise requested prior to this.

12. Termination and/or Withdrawal of Product

Datatech SmartSoft reserves the right to terminate your license or withdraw the PressWise licensed Product at any time. In the event that Datatech SmartSoft terminates your license or withdraws the PressWise licensed Product, Datatech SmartSoft will refund your unamortized license fees paid to Datatech SmartSoft. In the event that Datatech SmartSoft terminates your license or withdraws the PressWise licensed Product hereunder, THIS REFUND IS YOUR SOLE REMEDY IN THE EVENT OF A TERMINATION OF YOUR LICENSE OR WITHDRAWAL OF THE PRODUCT BY DATATECH SMARTSOFT.

13. Termination for Cause

Any breach of your payment obligations or unauthorized use of the PressWise Technology or Service as defined in this Agreement will be deemed a material breach of this Agreement. Datatech SmartSoft, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Datatech SmartSoft may terminate a trial account at any time at its sole discretion. You agree and acknowledge that Datatech SmartSoft has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

14. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Datatech SmartSoft represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with published documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information, either written or verbally provided to Datatech SmartSoft, Inc. is correct.

15. Mutual Indemnification

You shall indemnify and hold Datatech SmartSoft, their licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Datatech SmartSoft (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Datatech SmartSoft of all liability and such settlement does not affect Datatech SmartSoft's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

Datatech SmartSoft shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Datatech SmartSoft of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Datatech SmartSoft; provided that you (a) promptly give written notice of the claim to Datatech SmartSoft; (b) give Datatech SmartSoft sole control of the defense and settlement of the claim (provided that Datatech SmartSoft may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Datatech SmartSoft all available information and assistance; and (d) have not compromised or settled such claim. Datatech SmartSoft shall have no indemnification obligation, and you shall indemnify Datatech SmartSoft pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, and hardware or business process(s).

16. Disclaimer of Warranties

DATATECH SMARTSOFT AND THEIR LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. DATATECH SMARTSOFT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY DATATECH SMARTSOFT AND ITS LICENSORS.

17. Internet Delays

DATATECH SMARTSOFT'S PRESSWISE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DATATECH SMARTSOFT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

18. Limitation of Liability

IN NO EVENT SHALL DATATECH SMARTSOFT'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR THEIR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF,

OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

20. Local Laws and Export Control

Datatech SmartSoft's PressWise service provides and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Canada, Switzerland and the European Union. The user of this site ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Canada, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Canadian, Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. The site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

Datatech SmartSoft and their licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America, Canada, Switzerland and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Canadian, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes. Failure to comply with any of the aforementioned Local Laws and Export Control regulations would constitute as a material breach and would result in the immediate cancellation of the Agreement and all its Terms.

21. Notice

Datatech SmartSoft may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Datatech SmartSoft's PressWise account information, or by written communication sent by first class mail or pre-paid post to your address on record in Datatech SmartSoft's PressWise account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Datatech SmartSoft (such notice shall be deemed given when received by Datatech SmartSoft) at any time by any of the following: letter sent by confirmed facsimile to Datatech SmartSoft at the following fax number 805.617.1822; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Datatech SmartSoft at the following address, Datatech SmartSoft, PO Box 745, Suite 250, Pacific Palisades, CA 90272-0745; addressed to the attention of: Chief Operating Officer.

22. Modification to Terms

Datatech SmartSoft reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

23. Assignment; Change in Control

This Agreement may not be assigned without the prior written approval of Datatech SmartSoft, but may be assigned without your consent by Datatech SmartSoft to, including but not limited to (i) a parent or subsidiary, (ii) any entity that acquires the PressWise business from Datatech SmartSoft, (iii) an acquirer of assets, (iv) a successor in interest by way of a sale or merger, or (v) or to any other entity at the sole and absolute discretion of Datatech SmartSoft. Upon such Assignment by Datatech SmartSoft as described in (i), (ii), (iii), (iv), and/or (v), Datatech SmartSoft shall be released from any and all obligations and liabilities associated with this Agreement.

Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you or your business that results or would result in a competitor of Datatech SmartSoft, owning an interest in you or your business, shall entitle Datatech SmartSoft to terminate this Agreement for cause immediately upon written notice.

24. General

With respect to all Customers, regardless of location, this Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in California. No text or information set forth on any other purchase order, preprinted form or document (other than a Sales Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed,

as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Datatech SmartSoft as a result of this agreement or use of the Service. The failure of Datatech SmartSoft to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Datatech SmartSoft in writing. This Agreement, together with any applicable Sales Form, comprises the entire agreement between you and Datatech SmartSoft and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

25. Definitions

As used in this Agreement and in any Sales Order documents now or hereafter associated herewith: "Account Administrator" means those company officer(s) or employee(s) designated by You, who are authorized to purchase your User license(s) by executing and authorizing written Sales Order document(s), who authorize access to the PressWise service, as well as authorize the number of Seats purchased; and otherwise administer your use of the PressWise Service; "Agreement" means any Sales Order documents, and any materials available on the PressWise website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Datatech SmartSoft from time to time in its sole discretion; "Authorized Sales Order document" means the specific Sales Order document(s) signed by You; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer" means the User or User's representative signing this Agreement; "Customer Data" means any data, information or material provided or submitted by You to the Service in the course of using the Service; "Effective Date" means the earlier of either the date the Agreement is accepted and signed by or the date you begin using the Service; "Individual(s)" means your employees, representatives, consultants, contractors or agents who are authorized by You to use the PressWise Service and who are supplied by You (or by Datatech SmartSoft at your request) with current and valid user identifications and passwords. "Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Sales Order document; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Sales Order document(s); "Sales Order" means the PressWise Service quote and authorization form(s) defining the initial subscription for the PressWise Service and any subsequent change and authorization form(s) submitted online or in written form, specifying, and/or adding or altering, among other things, the number of Seats and any other services contracted for by an Authorized Sales Order document, including but not limited to the applicable fees, the billing period, and other charges or changes as agreed to between the parties; each such Sales Order document to be incorporated into and to become a part of this Agreement with regard to the services, fees, billing terms, or other changes such that the most current changes to the Agreement supersede and replace the earlier changes (in the event of any conflict between the terms of this Agreement and the terms of any such Sales Order document(s), the terms of this Agreement shall prevail); "PressWise" and "Datatech SmartSoft" means collectively Datatech SmartSoft, Inc., a Pennsylvania Corporation, having its principal place of business at 30700 Russell Ranch Road, Suite 250, Westlake Village, CA 91362; "PressWise Technology" means all of PressWise's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Datatech SmartSoft in providing the Service; "Seat"

means a unique access point to the PressWise Service available to You on the basis of your Authorized Sales Order document(s) and assigned by You (or by Datatech SmartSoft at your request; "PressWise Service(s)" means the specific edition of the PressWise web-to-print, Print MIS and workflow automation tools identified during the ordering process, developed, operated, and maintained by Datatech SmartSoft, accessible via <http://www.presswise.com> or another designated web site or IP address, or ancillary online or offline products and services provided to You by Datatech SmartSoft, to which You are being granted access under this Agreement, including the PressWise Technology and Content; "Term" means the period(s) during which a specified number of Seats are purchased for your use of the PressWise Service pursuant to your Authorized Sales Order document.

"User" means the company, organization, association or business licensed to use the PressWise Service under the terms of this Agreement. "You" means the User or User's representative who signs this Agreement.

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to contact@smartsoftusa.com.

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: Approved job ticketing software

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: _____

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Heather Brennan

Print name of person making Determination

Communications

School or Department

Heather Brennan

Signature of person making Determination

9/13/23

Date

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

