

Order Form

| | |
|---------------------------|--------------------------|
| Order Form Number | BOONEC 2024—3 |
| Order Form Effective Date | March 7, 2024 |
| Customer Name | Boone County Schools, KY |
| Initial Term (In Years) | Three (3) |

This Order Form is for the purchase of EDULOG's Products and Services as set forth below. Provision of Software, Cloud-Based Solution, and Services set forth herein is subject to the attached set forth herein is subject to the attached Terms and Conditions and each of the Addenda marked below. The Order Form and all the marked Addenda, if any, constitute the agreement between Customer and EDULOG for the purchase of products and services ("Agreement").

- ☒ Software Addendum
☒ Cloud-Based Solution Addendum

| These prices and fees would replace all currently agreed-to Edulog prices and fees for route management software (excepting outstanding invoices, if any) | Unit Price | Units | Total First Year Price | Total Annual Price, Second and Subsequent Years* |
|---|--------------|-------|------------------------|--|
| Part 1: Upgrade to Edulog Athena Route Management System | | | | |
| Required Software and Hosting | | | | |
| Existing Edulog Product Line - Second instance of WebQuery removed | \$ 10,755.91 | 1 | \$ 10,755.91 | \$ 10,755.91 |
| Required Features: | | | | |
| Edulog GIS Suite (Google-Enabled) | \$ 12,000.00 | 1 | \$ 12,000.00 | \$ 12,000.00 |
| Required Services: | | | | |
| Remote Project Management, Implementation, and Training | \$ 12,000.00 | 1 | \$ 12,000.00 | |
| Amazon Web Services Hosting (per month) | \$ 1,250.00 | 12 | \$ 15,000.00 | \$ 15,000.00 |
| Total Sum (not including options below): | | | \$ 49,755.91 | \$ 37,755.91 |
| Optional Add-On Software Features | | | | |
| Optimization Suite: | \$ 17,500.00 | 1 | \$ 17,500.00 | \$ 17,500.00 |
| Stop Optimization (new) | | | | |
| Run Optimization (enhanced) | | | | |
| Route Optimization (enhanced) | | | | |
| Special Needs Optimization | | | | |
| Calendar / Effective Dates | \$ 5,000.00 | 1 | \$ 5,000.00 | \$ 5,000.00 |
| Total Sum for Add-On Software Features: | | | \$ 22,500.00 | \$ 17,500.00 |
| Full Package Discount | 20% | | \$ (4,500.00) | \$ (4,500.00) |
| PART 1: GRAND TOTAL PRICE FOR ALL OF THE ABOVE | | | \$ 67,755.91 | \$ 50,755.91 |

PLEASE CONTINUE ON THE NEXT PAGE

| | Unit Price | Units | Total First Year Price | Total Annual Price, Second and Subsequent Years* |
|--|--------------|-------|------------------------|--|
| Part 2: Athena WebQuery | | | | |
| Athena Web Query | \$ - | 1 | \$ - | \$ - |
| Remote Project Management, Implementation, and Training | \$ 1,000.00 | 1 | \$ 1,000.00 | |
| Amazon Web Services Hosting (per month) | \$ 200.00 | 12 | \$ 2,400.00 | \$ 2,400.00 |
| Total for Part 2 | | | \$ 3,400.00 | \$ 2,400.00 |
| Part 3: Athena Field Trip Management** | | | | |
| Athena Field Trip | \$ 10,000.00 | 1 | \$ 10,000.00 | \$ 10,000.00 |
| Remote Project Management, Implementation, and Training | \$ 5,000.00 | 1 | \$ 5,000.00 | |
| Amazon Web Services Hosting (per month) | \$ - | 12 | \$ - | \$ - |
| Total for Part 3 | | | \$ 15,000.00 | \$ 10,000.00 |
| GRAND TOTAL FOR COMBINED PARTS 1, 2, AND 3 | | | \$ 86,155.91 | \$ 63,155.91 |
| <i>*Fees will be increased each year and the amount of such increase will be based on the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100) ("CPI"), as published by the Bureau of Labor Statistics of the United States Department of Labor. This adjustment will take place on the anniversary date of the Agreement each year. The base for the adjustment will be the CPI figure last published by the U.S. Department of Labor prior to the adjustment date. For each succeeding year, the same procedure will be applied.</i> | | | | |
| <i>**Fees for the Athena Field Trip Management System (software license, hosting services, project management/implementation/training) will not be invoiced until the Customer implements the Athena Field Trip Management Software.</i> | | | | |
| <i>All costs and fees are valid for ninety (90) days.</i> | | | | |
| <i>The Term for this proposal shall be for a period of three (3) years.</i> | | | | |

Fees will be increased each year and the amount of such increase will be based on the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100) ("CPI"), as published by the Bureau of Labor Statistics of the United States Department of Labor. This adjustment will take place on the anniversary date of the Agreement each year. The base for the adjustment will be the CPI figure last published by the U.S. Department of Labor prior to the adjustment date. For each succeeding year, the same procedure will be applied.

All fees for the Athena Field Trip Management System (software license, hosting services, project management/implementation/training) will not be invoiced until the Customer implements the Athena Field Trip Management Software.

Education Logistics, Inc.
3000 Palmer Street
Missoula, MT 59808

Boone County Schools
8330 US Highway 42
Florence, KY 41042

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Terms & Conditions



1. DEFINITIONS

“Cloud-Based Solution” means the software-as-a-service offering provided by EDULOG to Customer as described in the Order Form.

“Customer Data” means all data or information submitted by Customer to EDULOG under this Agreement.

“Documentation” means EDULOG’s user manuals, handbooks, installation guides, or any other documentation relating to the Software and Hardware provided by EDULOG to Customer under this Agreement.

“Hardware” means the tablet(s), GPS device(s), or other hardware provided by EDULOG to Customer as described in the Order Form.

“Implementation Activities” means certain initial system setup and configuration activities, and unless otherwise specified in the relevant Order Form, do not include hardware install services or onsite work. Implementation Activities for routing products include a one-time build of Customer’s system data in the routing software (to be completed within the initial build cycle time frame) from information to be provided by the Customer in an acceptable electronic format (does not include handwritten notes or scanned paper). Implementation Activities do not include network configuration, port forwarding, SQL licensing, hardware acquisition, run building (e.g., entering bus run or bus route information) or any run/route revision, design or optimization services of any kind. These optional services are available for an additional fee.

“IP Rights” means copyrights, patents, trademarks, service marks, trade secrets, know-how, trade dress, trade names, logos, corporate names, domain names, and all other intellectual property rights.

“Products” means the Software, Cloud-Based Solution, and Hardware.

“Services” means the consulting or other professional services provided by EDULOG to Customer as described in the Order Form, as well as any ad hoc services provided to Customer by EDULOG such as through any support contacts (including but not limited to performing operations in the Software) or training (scheduled or unscheduled, formal or informal).

“Software” means the software provided by EDULOG to Customer under this Agreement, including software hosted on Customer’s server, software hosted on a server controlled by EDULOG (**“Cloud-Based Software”**), and software pre-installed on the Hardware, as described in the Order Form.

“Technical Support” means technical break/fix support provided by EDULOG to Customer for EDULOG Products and can include longer term cases or incident-based support.

“Users” means users authorized by Customer to use the Products and/or Services.

2. ADDENDA

Additional terms and conditions concerning the Products and Services are set forth in the applicable addenda indicated on the cover page of the Agreement (each, an **“Addendum”** and collectively, the **“Addenda”**). Following the Effective Date, the parties may incorporate new Addenda for additional Products and/or Services by expressly referencing such Addenda in the applicable Order Form.

3. ORDER FORMS

Customer may order Products and/or Services from EDULOG pursuant to order forms executed by the parties referencing and incorporating this Agreement (**“Order Form(s)”**). EDULOG will provide all Products and Services specified in one or more Order Forms to Customer in accordance with the terms and conditions of this Agreement.

4. FEES AND PAYMENT

a. **License and/or User Fees.** Customer shall pay all fees specified in the Order Form. Fees are quoted and payable in U.S. dollars and, unless specified otherwise in an Order Form, are based on Products and Services purchased and not actual usage. Customer’s payment obligations are non-cancelable, and fees paid are non-refundable.

b. **Invoicing and Payment.** Unless otherwise specified, EDULOG will invoice Customer for all amounts due in the first year, including license fees, upon signature of the associated Order Form. Invoiced charges are due net thirty (30) days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with EDULOG. EDULOG will order hardware only upon receipt of payment from Customer for hardware. License fees are deemed earned and non-refundable irrespective of software usage.

c. **Overdue Charges.** If any charges are not received from Customer by the due date, then at EDULOG’s discretion: (i) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or, if lower, the maximum rate permitted by law, from the date such payment was due until the date paid; and/or (ii) EDULOG may condition future renewals on payment terms shorter than those specified in Section 4b (Invoicing and Payment).

d. **Suspension of License/Access and Acceleration.** If any amount owing by Customer under this or any other agreement for EDULOG’s Products or Services is thirty (30) or more days overdue, EDULOG may, without limiting its other rights and remedies, accelerate

Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and suspend Customer's license to Software and/or access to Cloud-Based Solution, Hardware, or Services until such amounts are paid in full.

e. **Taxes.** Unless otherwise stated, fees do not include any taxes, levies, duties (including customs duties) or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with fees paid hereunder. If EDULOG has the legal obligation to pay or collect Taxes for which Customer is responsible hereunder, the appropriate amount shall be invoiced to and paid by Customer, unless it provides EDULOG with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, EDULOG is solely responsible for Taxes assessable against it based on its income, property and employees.

f. **Annual Fee Increases.** Fees will be increased each year and the amount of such increase will be based on the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100) ("CPI"), as published by the Bureau of Labor Statistics of the United States Department of Labor. This adjustment will take place on the anniversary date of the Agreement each year. The base for the adjustment will be the CPI figure last published by the U.S. Department of Labor prior to the adjustment date. For each succeeding year, the same procedure will be applied.

g. **Expenses.** Unless otherwise specified in an Order Form, all travel, accommodation and out-of-pocket expenses incurred by EDULOG in connection with the provision of Products and/or Services (including installation, implementation, training, maintenance) shall be paid by Customer. Expenses for meals will be charged at a rate not to exceed Federal Travel Regulations (FTA) Sec. 301. If Customer's staff travels to Montana for training, all travel and lodging expenses will be the responsibility of the Customer.

5. CONFIDENTIALITY

a. **Definition.** "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. EDULOG's Confidential Information shall include, without limitation, the Software and the Cloud-Based Solution; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and

designs, and business processes disclosed by the Disclosing Party. Confidential Information does not include any information that (i) without breach of any obligation owed to the Disclosing Party (a) is or becomes generally known to the public; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is received from a third party by the Receiving Party; or (ii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

b. **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

c. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party reasonably prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

d. **Suggestions.** If Customer provides ideas or feedback to EDULOG about any Products and/or Services, then regardless of what Customer's submission states, the following terms shall apply: Customer agrees that (i) Customer's ideas will automatically become the property of EDULOG, without compensation to Customer, and Customer hereby assigns and agrees to assign all its right, title and interest in and to such to EDULOG; and (ii) EDULOG can use the ideas for any purpose and in any way without future liability to Customer.

6. LIMITED WARRANTIES AND DISCLAIMERS

a. **Limited Warranties.** EDULOG warrants that (i) the Software and Cloud-Based Solution will perform materially in accordance with the Documentation, and the functionality of the Software and Cloud-Based Solution will not be materially decreased during the Term, except that EDULOG shall not be responsible for performance

issues relating to slow data speeds and/or poor data connectivity; and (ii) EDULOG will perform the Services in a professional and workmanlike manner in accordance with industry standards. For any breach of either such limited warranty, Customer's exclusive remedy shall be as provided in Section 9b (Termination) below.

b. Mutual Warranties. Each party represents and warrants that (i) it is duly organized and in good standing as a corporation or other entity as represented herein; and (ii) it has the legal power to enter into this Agreement.

c. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EDULOG MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EDULOG SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

d. Third-Party Products and Services. Other than as specifically provided in a Scope of Work or Order Form, EDULOG does not warrant or support third-party products or services. EDULOG is not responsible for the performance of any hardware, software or other materials provided by third parties. Product warranties for third-party products, if any, are provided by the respective manufacturers and not by EDULOG.

e. Server and other Equipment Specifications. Customer may receive, from time to time, advisory guidance regarding server and other Customer-owned/provided equipment. Operating conditions vary a great deal from site to site and Edulog does not warrant hardware performance. In particular, server guidance provided to self-hosted clients is advisory only.

f. EDULOG Services and Technical Support. Unless otherwise specified in writing in connection with a specific Order Form, EDULOG does not warrant that any Services or Technical Support will provide Customer with road-ready operational transportation data. Customer retains full responsibility for validating any data outputs for safety, accuracy, and suitability for use in Customer's transportation operations.

7. INDEMNIFICATION.

a. Customer Indemnity. Customer shall indemnify, defend, and hold EDULOG, its directors, officers, employees, and agents harmless from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") resulting from any third-party claim ("Claim") based on Customer's use of the Products or Services, its breach of this Agreement, claims that Customer Data or Customer's other materials infringe or misappropriate the IP Rights of a third party, or its violation of applicable law.

b. EDULOG Indemnity. EDULOG shall indemnify, defend, and hold Customer harmless from and against any and all Losses incurred by Customer resulting from any Claim alleging that the Software or Cloud-Based Solution infringes or misappropriates such third party's U.S. patents, copyrights, or trade secrets, provided that Customer promptly notifies EDULOG in writing of the claim, cooperates with EDULOG, and allows EDULOG sole authority to control the defense and settlement of such claim.

If such a Claim is made or appears possible, EDULOG may, at its sole discretion, (i) modify or replace the Software or Cloud-Based Solution, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If EDULOG determines that none of these alternatives is reasonably available, EDULOG may terminate this Agreement, in its entirety or with respect to the affected part, effective immediately on written notice to Customer.

EDULOG will have no obligations under this Section 7b to the extent that any Claim is based upon (i) Customer's, Users', Customer's agents' or any third party's modification of or addition to the Products, or combination of the Products with another product; (ii) Customer's failure to obtain any required third-party consents or licenses; or (iii) EDULOG's compliance with design documentation or specifications provided or developed by Customer.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL EDULOG HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT EDULOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EDULOG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

9. TERM AND TERMINATION

a. Term of Agreement. The initial term of this Agreement commences on the Effective Date and, unless terminated earlier pursuant to the applicable terms of this Agreement, will continue in effect until the end of the initial term specified in the applicable Order Form (the "Initial Term"). It will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to the applicable terms of this Agreement or

either party gives the other party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a “**Renewal Term**,” and together with the Initial Term, the “**Term**”). If there is any outstanding Order Form(s) at the time of the expiration of the Term, the terms of this Agreement (including applicable Addenda) will survive and apply to such Order Form(s) until their expiration or termination.

b. **Termination.** Either party may terminate this Agreement and/or an Order Form for cause (i) upon 30-days’ written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

c. **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, the license to the Software, access to the Cloud-Based Solution, and any EDULOG warranty granted or provided under this Agreement will also terminate, and without limiting Customer’s obligations under Section 5 (Confidentiality), Customer shall (i) cease accessing or using, and delete, destroy, or return all copies of EDULOG’S Confidential Information, Software and Documentation; and (ii) certify in writing to EDULOG its compliance with (i) and (ii). No expiration or termination will affect Customer’s obligation to pay all fees that may have become due before such expiration or termination, or entitle Customer to any refund.

d. **Surviving Provisions.** In no event shall any termination relieve Customer of the obligation to pay any fees payable to EDULOG for the period prior to the effective date of termination. Customer’s continuing obligation to pay fees in the event of a termination may be specifically modified in a Scope of Work and/or Order Form. Sections 4 (Fees and Payment), 5 (Confidentiality), 6c (Disclaimer), 6d (Third-Party Products and Services), 7 (Indemnification), 8 (Limitation of Liability), 9d (Surviving Provisions), 10 (Miscellaneous), and any other provisions identified in an Addendum shall survive any termination or expiration of this Agreement.

10. MISCELLANEOUS

a. **Governing Law.** The parties agree that the substantive laws of the state of Montana, exclusive of its choice of law provisions, will apply to the construction and interpretation of this Agreement and also with respect to any lawsuit or dispute arising out of or in connection with this Agreement. Customer further agrees that the state or federal courts located in Missoula County, Montana, USA, shall have exclusive jurisdiction of, and shall be the exclusive and correct venue for, the resolution of any dispute arising out of or related to this Agreement.

b. **Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing to the party’s address set forth below the signatures on the Cover Page and shall be deemed to have been given upon (i) receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. Mail (return receipt requested); or (iii) the second business day after sending by a major commercial delivery service.

c. **Force Majeure.** In no event shall EDULOG be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond EDULOG’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

d. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

e. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Any waivers are effective only if recorded in a writing signed by the party granting the waiver. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

f. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

g. **Attorneys’ Fees.** Customer shall pay on demand all of EDULOG’s reasonable attorneys’ fees and other costs incurred by EDULOG to collect any fees or charges due under this Agreement following Customer’s breach of Section 4b (Invoicing and Payment). Moreover, in any action arising out of or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs of suit.

h. **Assignment.** Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without EDULOG’s prior written consent. EDULOG may, without Customer’s prior written consent, assign its right to payment. Subject to the foregoing, this Agreement shall bind and inure to the

benefit of the parties, their respective successors and permitted assigns.

i. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification or amendment of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification or amendment is to be asserted.

j. Order of Precedence. If there is a conflict or inconsistency between or among the General Terms, an Addendum, or an Order Form, then the order of precedence is as follows: (i) the General Terms; (ii) the Addendum, and (iii) the Order Form, unless the lower priority document explicitly states that it is intended to modify the conflicting terms of the higher priority document. In the event of a conflict or inconsistency between Order Forms, the terms of the later executed Order Form will govern.



Software Addendum

This Software Addendum to the Parties' Master Products and Services Agreement ("**Software Addendum**") is incorporated into and made a part of the Agreement and provides additional terms for Software provided by EDULOG to Customer under the Agreement. Capitalized terms used but not defined in this Software Addendum shall have the respective meanings given to them in the Agreement.

1. **License Grant.** Subject to the terms and conditions of this Agreement, and conditioned on Customer's and Users' compliance with the Agreement and this Software Addendum, EDULOG grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to use the Software during the Term solely for Customer's internal student transportation management purposes and solely in the State where Customer resides.
2. **Use Restrictions.** Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in the Agreement and this Software Addendum. Without limiting the foregoing and except as otherwise expressly set forth in the Agreement and this Software Addendum, Customer shall not at any time, directly or indirectly (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Rights or other right of any person, or that violates any applicable law.
3. **Delivery, Installation and Support.** EDULOG will deliver the Software to Customer electronically or by other means in EDULOG's sole discretion. If so selected and specified in the Order Form, EDULOG will also provide installation and support services to Customer pursuant to the terms and conditions described in the Order Form. In the event that Customer elects to use EDULOG Software with global positioning system hardware provided by Customer, Customer acknowledges and agrees that (i) EDULOG's ability to integrate the Software with Customer's global positioning system hardware depends on EDULOG's ability to access and use the applicable application program interface (API) and/or data feed in an industry-standard format from Customer's global positioning system hardware provider (the "**Integration Information**"); (ii) Customer will be solely responsible for obtaining such Integration Information as well as any authorization, license, or permission needed for EDULOG's use of such Integration Information from its global positioning system hardware provider for EDULOG; and (iii) in no event shall EDULOG be responsible or liable for any delay or failure in the installation and/or integration of the Software with Customer's global positioning system hardware if such delay or failure is caused by Customer's inability to provide the Integration Information to EDULOG as per the requirements herein. EDULOG support services provided to Customers under a software license are break/fix services relating to whether the software is working. Additional services (for example, additions to maps, assistance with data imports, custom reports) are available for a fee.
4. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, EDULOG reserves all rights, title and interest in and to the Software and Documentation, including all related IP Rights. No

rights, including any rights under license, either express or implied, are granted to Customer hereunder other than as expressly specified herein.

5. Survival. Sections 4 and 5 of this Software Addendum will survive termination or expiration of the Agreement.



Cloud-Based Solution Addendum

This Cloud-Based Solution Addendum to the Master Products and Services Agreement (“**Cloud-Based Solution Addendum**”) is incorporated into and made a part of the Agreement and provides additional terms for the Cloud-Based Solution provided by EDULOG to Customer under the Agreement. Capitalized terms used but not defined in this Cloud-Based Solution Addendum shall have the respective meanings given to them in the Agreement.

1. Additional Definition.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2. Provision of Cloud-Based Solution. EDULOG will make the Cloud-Based Solution available to Customer, and Customer may use the Cloud-Based Solution, pursuant to the Agreement and this Cloud-Based Solution Addendum. Customer agrees that Customer’s purchases hereunder are neither contingent on the delivery of any future functionality or features not described in this Cloud-Based Solution Addendum and the Order Form, nor dependent on any oral or written public comments made by EDULOG regarding future functionality or features.

3. Access to Cloud-Based Solution. The Cloud-Based Solution consists in whole or in part of Cloud-Based Software running remotely on servers controlled by EDULOG. Customer has no right to receive either an object code or source code version of the Cloud-Based Software operating on the remote servers. Customer’s usage rights are constrained by this Cloud-Based Solution Addendum and are limited to accessing the Cloud-Based Software via the Cloud-Based Solution provided to Customer by EDULOG. The Cloud-Based Solution may be subject to other limitations, such as, for example, limits on disk storage space, calls per second, or Internet bandwidth. EDULOG will employ commercially reasonable efforts to apprise Customer of any such limitations.

4. Customer’s Responsibilities. Customer will (i) be responsible for Users’ compliance with this Agreement; (ii) be solely responsible for the accuracy, quality, integrity and legality of the Customer Data and of the means by which Customer acquired the Customer Data; (iii) prevent unauthorized access to or use of the Cloud-Based Software and Cloud-Based Solution and notify EDULOG promptly of any such unauthorized access or use; (iv) use the Cloud-Based Software and Cloud-Based Solution only in accordance with the Agreement, this Cloud-Based Solution Addendum, and applicable laws and government regulations; and (v) include a privacy policy on Customer’s website that covers Customer’s and EDULOG’s collection, use, disclosure, and retention of the Customer Data and fully complies with all applicable laws, rules, and regulations.

5. Restrictions.

- (a) Customer shall not (i) permit any third party to access the Cloud-Based Software or the Cloud-Based Solution except as permitted herein or as otherwise agreed by EDULOG in writing; (ii) sell, resell, rent, lease the Cloud-Based Software or the Cloud-Based Solution; (iii) copy, frame, mirror,

reproduce, publicly perform, or create derivative works based on, any part or content of the Cloud-Based Software or Cloud-Based Solution; (iv) use the Cloud-Based Software or Cloud-Based Solution to store or transmit infringing, fraudulent, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or IP Rights; (v) use the Cloud-Based Software or Cloud-Based Solution to store or transmit Malicious Code; (vi) interfere with or disrupt the integrity or performance of the Cloud-Based Software or Cloud-Based Solution or third-party data contained therein; (vii) reverse engineer the Cloud-Based Software or Cloud-Based Solution; or (viii) access or use the Cloud-Based Software or Cloud-Based Solution in order to: (a) build a competitive product or service; or (b) copy any features, functions or graphics of the Cloud-Based Software or Cloud-Based Solution.

- (b) Unless otherwise specified in the Order Form, Edulog-hosted software clients are allotted six datasets with web services per routing server; six accompanying sets of web services per routing server; one dataset per Edutracker server. Snapshots, optimization work, additional web services, and hardware status may impact performance or usability. Clients needing more datasets should contact their Account Manager to review their options, which may include archiving some current datasets or purchasing more server capacity. Additional fees may apply.

6. Suspension. EDULOG may suspend Customer's and Users' access to any portion of or all of the Cloud-Based Solution if (i) Customer violates any of the requirements set forth in Section 4 (Customer's Responsibilities) or Section 5 (Restrictions) above; (ii) any third-party provider of EDULOG has suspended or terminated EDULOG's access to or use of any third-party services or products required to enable Customer to access the Cloud-Based Solution; or (iii) EDULOG reasonably determines that (a) there is a threat or attack to the Cloud-Based Solution; (b) Customer's or any Users' use of the Cloud-Based Solution disrupts or poses a security risk to EDULOG or to any other customer or vendor of EDULOG; or (c) Customer has ceased to continue its operation in the ordinary course or commenced bankruptcy or insolvency proceedings. EDULOG will use commercially reasonable efforts to provide written notice of any suspension to Customer and resume providing access to the Cloud-Based Solution as soon as reasonably possible after the event giving rise to the suspension is cured. EDULOG will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a suspension.

7. Third-Party Products or Services and Customer Data. By using the Cloud-Based Solution, Customer acknowledges that EDULOG may allow providers of third-party products to transport the Customer Data as required for the operation of the Cloud-Based Solution. EDULOG will not be responsible for any disclosure, modification or deletion of the Customer Data resulting from any such access by third-party product providers.

8. Acquisition of Third-Party Products and Services. EDULOG may offer third-party products and services as part of the Cloud-Based Solution (e.g., a cloud service provider). Any other acquisition by Customer of third party products or services, including, but not limited to, third-party applications and implementation, customization and other consulting services, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. Please see warranty disclaimer in Section 6.4 (Third-Party Products and Services) of the Agreement.

9. Reservation of Rights. Subject to the limited rights expressly granted hereunder, EDULOG reserves all rights, title and interest in and to the Cloud-Based Software and the Cloud-Based Solution, including all

related IP Rights. No rights, including any rights under license, either express or implied, are granted to Customer hereunder other than as expressly specified herein.

10. Usage and Ownership of Data. EDULOG is a “school official” within the meaning of the Family Educational Rights and Privacy Act (“FERPA”) and in its capacity as such, is authorized to collect and use personally identifiable information (“PII”) for the purposes of performing its obligations under this Agreement. EDULOG will not sell or otherwise use or redisclose education records for behavioral or targeted advertising or marketing to parents or students. In order to continuously improve the products and services EDULOG offers to CUSTOMER, EDULOG may use anonymized or de-identified non-PII data, and any reports or other data generated by EDULOG products and services regarding traffic flow, feature use and functionality, system loads, product installation, and/or similar information.

With the exception of any personally identifiable information governed by FERPA, Customer and EDULOG jointly own all rights, title and interest in and to Customer Data. The parties may use the Customer Data in any way, however, the parties may not disclose the Customer Data in a manner that identifies, or allows identification of, the other party. Other data that is not Customer Data generated by Customer’s use of the Cloud-Based Software and Cloud-Based Solution shall be owned by EDULOG.

11. Survival. Sections 9, 10, and 11 of this Cloud-Based Solution Addendum will survive termination or expiration of the Agreement.

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **Education Logistic, Inc.** ("Vendor"), and is intended to amend, modify, and supplement the _____ (hereinafter, the "Agreement").

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

Section 2. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 3. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 4. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the U.S. District Court, for the Eastern District of Kentucky; however, if the U.S. District Court for the Eastern District of Kentucky does not have jurisdiction, the suit, action or proceeding may be filed in the Boone Circuit Court for the Commonwealth of Kentucky.

Section 5. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

[VENDOR NAME HERE]

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and Education Logistics, Inc. ("Vendor"), and is intended to amend, modify, and supplement the _____ (hereinafter, the "Agreement").

WHEREAS, the Vendor and certain authorized subcontractors, including Amazon Web Services and Karros Technologies, LLC (collectively "Vendor Team") is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Definitions for Addendum. For the purpose of this Addendum, the following definitions shall apply:

1. "Confidential Student Information" shall mean all information, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties' Agreement.
2. "District Data" shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties' Agreement.
3. "Education Records" shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.
4. "Personally Identifiable Information" ("PII") shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes

direct identifiers, such as a student's name or identification number, indirect identifiers, such as a student's date of birth, or other information which can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information.

Section 2. Student Privacy Acknowledgements. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties' Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties' Agreement.

Section 3. Vendor's Obligations. Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor's interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student's guardian, and the District) shall have access to the District Data in Vendor's possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties outside the Vendor Team shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the student's parent/guardian.

Section 4. Ownership of Data. As between District and Vendor, the District retains ownership of all data provided to Vendor pursuant to the Parties' Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 5. Data Transmission. The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology ("NIST") Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards ("FIPS") 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify BCS and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

Section 6. Security of Data at Rest. Vendor acknowledges that it is responsible for implementing robust measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any data onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States. In the event of any security incidents or breaches affecting data at rest, the Vendor agrees to promptly notify the Client and take necessary remedial actions to mitigate the impact.

Section 7. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student's parent/guardian. Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

Section 8. Security Breach Remediation and Notice. Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931, Vendor shall notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a security breach relating to the personal information in the possession of Vendor. The notice to the District shall include all information the nonaffiliated third party has with regard to the security breach at the time of notification. In the event of a security breach relating to the personal information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933. In the event of a suspected or confirmed breach, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all provisions of KRS 61.931-.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such security breaches.

Section 9. Cloud Computing Service Providers. If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its

cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission; (b) Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 10. Advertising Limitations. Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement.

Section 11. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 12. Law Enforcement or Court-Mandated Disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

Section 13. Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration, or other conclusion of the Parties' Agreement, Vendor shall return all District Data in the possession of Vendor, its subcontractors, or agents to the District, unless otherwise directed by the District in writing that such Client Data alternatively be destroyed. Vendor shall complete such return or destruction within thirty (30) calendar days of the termination of this Agreement and shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such return or destruction.

Section 14. Insurance. Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

Section 15. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 16. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the U.S. District Court for the Eastern District of Kentucky; however, if the U.S. District Court for the Eastern District of Kentucky does not have jurisdiction, the suit, action or proceeding may be filed in the Boone Circuit Court for the Commonwealth of Kentucky.

Section 17. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

[VENDOR NAME HERE]

By: _____

Date: _____

Printed Name: _____

Title/Position: _____