

**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" or "Jefferson County Schools" or "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Amplified IT, LLC (hereinafter "Contractor"), with its principal place of business at 812 Granby Street, Norfolk, VA 23510.

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. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

The Board and Contractor understand and agree that it is the intent of the Parties, upon the completion of the Services to be performed under this Contract, to enter into a new contract or to amend this Contract to provide for an ongoing Amplified Labs ePortfolio subscription in consideration of the payment by the Board of a yearly support and subscription fee, as stated in Article III below. The terms and conditions of such new contract or amendment to this Contract will include the provisions regarding ownership and rights of use of trademarks and other intellectual property as set forth in Article II below, and other terms and conditions to be negotiated, including the length of the subscription period and provisions regarding further minor customization by Contractor of the custom solution created for the Board under this Contract.

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:

The Contractor will create a custom solution based on Google Cloud to be the backbone to support the JCPS vision for the Backpack of Success Skills initiative. The desired outcome is to leverage the Contractor's deep expertise in Google Cloud to develop a tailored solution to the requested customizations in year one and engage in an ongoing maintenance and support contract for subsequent years. The services will be performed as set forth in the JCPS Backpack for Success supplement, which is attached and incorporated herein by reference.

In regards to Article XII Contractor's Work Product, the Board agrees to that the first paragraph of Article XII of this Contract shall be of no effect and shall be replaced in its entirety by the following: (a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the GFE Audit, the GFE Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "Amplified IP"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to Jefferson County Public Schools any ownership, rights, title or any other proprietary interest in the Amplified IP. Jefferson County Public Schools shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.

(b) Right to Use. Amplified IT grants Jefferson County Public Schools the revocable, limited, right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. Jefferson County Public Schools shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of, reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.

(c) Trademarks. Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "Trademarks"). Jefferson County Public Schools is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.

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:	<u>\$63,000</u>
Progress Payments (if not applicable, insert N/A):	<u>\$31,500 due October 5, 2018; \$31,500 due upon completion</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	<u>General Fund</u>

The above-stated cost of the Services to be performed under this Contract is based on a flat fee for custom Google Cloud development during the 2018-2019 school year. Contractor agrees that the ongoing Amplified Labs ePortfolio subscription under the new contract or amendment to this Contract as described in Article I above will be priced at no more than \$25,225.00 per year. Contractor further agrees that such yearly support and subscription fee in such new contract or amendment will include further minor customization by Contractor of the custom solution created for the Board under this Contract.

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on August 8, 2018 and shall complete the Services no later than January 1, 2019, 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, or disability. 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. 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 to be effective as of August 8, 2018.

Contractor's Social Security Number or Federal Tax ID Number: 27-3690926

JEFFERSON COUNTY BOARD OF Amplified IT, LLC
EDUCATION CONTRACTOR

By: _____

By: Peter Henrie

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

Title: Peter Henrie
Chief Operations Officer

Cabinet Member: Kermit Belcher

KEB
(Initials)

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: _____

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

State the type of service: Computer Technicians

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.

Dr. Kermit Belcher

Print name of person making Determination

Technology Division

School or Department

Kermit Belcher

Signature of person making Determination

7/25/18

Date

Amplified IT, LLC

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

JCPS Backpack for Success - Supplement

Prepared For

Dr. Kermit Belcher
Jefferson County Public Schools

Created By

Amplified IT
Amplified IT
7577745047
info@amplifiedit.com
<http://www.amplifiedit.com>

Introduction

The purpose of this document is to provide an overview of the engagement between Amplified IT and Jefferson County Public Schools. This document will set forth the proposed Statement of Work. It will also form the supplemental agreement to the Jefferson County Public Schools Contract for the procurement of professional services.

About Amplified IT

As a Google for Education Premier Partner, Amplified IT's status as one of the leading education-focused Google Cloud consultancies can be attributed to their approach to educational technology consulting, focusing on empowering IT staff through knowledge transfer, and bringing unique tools and services to the EDU market that extend G Suite to re-imagine how work gets done in schools

Background

The client is Jefferson County Public Schools, based in Kentucky. JCPS is a public school district located in Jefferson County, Kentucky and operating all but one of the public schools in the county.

Business Objective

The client engaged Amplified IT to create a custom solution based on Google Cloud to be the backbone to support the JCPS vision for the Backpack of Success Skills initiative.

Outcome

The client's desired outcome is to leverage Amplified Labs' deep expertise in Google Cloud to develop a tailored solution to meet JCPS requested customizations in year one and engage in an ongoing maintenance and support contract for the subsequent years.

Approach / Scope

Overview

Throughout the engagement, Amplified IT staff will remotely facilitate meetings and provide guidance and develop the custom solution on Google Cloud.

The engagement will follow a five-phased approach. As the exact specifications for the ePortfolio solution to support the JCPS Backpack for Success are not yet fully defined, Amplified IT will perform both advisory and consultancy role while completing all Google Cloud development. The following five phases become the proposed scope:

KickOff

In this phase, the project team from Jefferson County Public Schools will be identified and introduced to relevant team at Amplified IT. Approach for all four following phases and timeline will be discussed to confirm key deliverables and ownership. A meeting will take place at the end of each phase to review timeline and all meetings will be scheduled for the following phase.

Discovery

During the phase, all aspects of the JCPS Backpack for Success and existing JCPS environment will be identified and documented in their current state. This includes all key technical components, integrations, workflows, and architectures. For example, the following will be discussed and documented:

- Expected personas and user stories, including, but not limited to:
 - Student draft submission and teacher feedback and approval workflow
 - Public-facing student portfolio
 - Administrative reporting functionality
- Provisioning methods and account lifecycles (AD & G Suite)
- Integrations and performance optimization of Google APIs
- GCP infrastructure choice
- Segmentation for testing and delivery
- Deep dive on Google Cloud App Maker - Pros & Cons

Planning

The outcome of the planning phase will be to confirm user stories and development tasks based on the data gathered during the Discovery Phase. Amplified IT staff will facilitate discussions and curate a series of sprints to meet all deliverables. End product solution along with communication approach will also be confirmed.

Build/Evaluate/Testing

All development will be done on a weekly sprint cycle to ensure tight alignment with deliverables and actionable testing.

For each development sprint, as relevant features/functionality are delivered, user acceptance testing will be completed. This will provide feedback to continuously update a backlog of further user stories and/or bugs & feature requests.

During user testing, Jefferson County Public Schools will serve in a product-owner role, gathering and prioritizing feedback and feature requests, and Amplified IT staff will play a hands-on role to ensure problems identified are quickly resolved. A final set of testing will be carried out before the final rollout. In this phase where Amplified IT will simply provide troubleshooting services - this will be the model to move into rollout.

Rollout Support and Training

The final phase of this engagement will be the Rollout Support and Training phase. During this phase Amplified IT resources will be available for troubleshooting and support escalation as needed. The main use of time will be at regular checkpoint meetings to support the Jefferson County Public Schools deployment team in transitioning the solution into business as usual support.

Deliverables

Amplified IT Scope of Work

Scope of work for the JCPS Digital Backpack of Success Skills includes, but not limited to the following major deliverables;

August 10th, 2018 delivery date

- Folder structure - deploy success skills folders to all students
- Permissions - automate permissions in GADS for staff and student folders
- Little SIS integration with Google Classroom and folder structure
- Custom JPCS app - deploy Google JCPS Backpack app within Google app launcher for all students. This will provide students direct access to their Backpack for Success Drive Folders and functionality will be expanded as the project progresses.

October 1st, 2018 delivery date

- Student submission process for teacher review / feedback
- Data dashboard which includes progress monitor tied to the JCPS Backpack of Success Skills, BrightBytes link (as supported by BrightBytes), and Microcredential / badging component.

December 1st, 2018 delivery date

- Student showcase, public-facing student portfolio. Students shall have the ability to submit vetted artifacts to the storefront for the final defense.

Support

During this engagement, Amplified IT will provide multiple layers of support and escalation to ensure JCPS has dedicated support from both Amplified IT technical support and development teams. This will ensure that Amplified IT can increase our typical Google for Education Support 24hr SLA. As this engagement has already been identified as a showcase for Google for Education, Amplified IT has already ensured that the relevant PM resources at Google Cloud are aware and willing to support the project to ensure successful and timely delivery.

Client Responsibilities

Overview

This section identifies the customer's responsibilities and the impact on the project if these responsibilities are not fulfilled.

Customer Responsibility	Potential Impact
Jefferson County Public Schools will be responsible for making all changes to the JCPS existing environment/workflows, as agreed throughout the engagement.	Impact schedule.

Jefferson County Public Schools will execute all assigned tasks promptly and will review and approve work on a timely basis.	Impact schedule
Jefferson County Public Schools will be responsible for identification of key stakeholders who will provide input, collaboration, and sign-off on deliverables created during this engagement.	Impact deliverable outcome
During the course of the engagement, Jefferson County Public Schools will make available stakeholders, functional owners, subject matter experts to interface with Amplified IT consultants.	Impact deliverable outcome
Jefferson County Public Schools is responsible for the actual rollout scheduling: creation of schedule and curating communication.	Impact to schedule

Summary of Costs

The cost of this engagement has been based on a flat fee for custom Google Cloud Development during the 2018/19 school year. Ongoing Amplified Labs ePortfolio subscription will be priced at no more than \$25,225.00 / Year. Further minor customization included as part of yearly support and subscription fee.

Services			
Name/Description	Price	Qty	Subtotal
Amplified Labs - Custom Google Cloud Development	\$63,000.00 / Fixed		\$63,000.00
Custom Google Cloud Development of Amplified Labs ePortfolio solution to meet the needs of JCPS Backpack for Success initiative			
Subtotal:			\$63,000.00

Total cost: \$63,000.00

Additional service terms and conditions

By engaging Amplified IT to perform the Services, Jefferson County Public Schools signifies that it has read, understood, and agrees to be bound by these additional service terms and conditions ("**Service Terms**" and to the collection and use of information as set forth in the [Amplified IT Privacy Policy](#) ("**Privacy Policy**").

1. Confidentiality.

(a) **Definition.** The term "**Confidential Information**" shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party's ("**Discloser**") business that is disclosed to the other party ("**Recipient**") in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being "confidential," or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

(b) **Obligations.** Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in Section 1 of these Service Terms; (ii) protect the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser's prior written consent.

(c) **Disclosure Required by Law.** Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser's sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

(d) **Exclusions.** The obligations described in Section 1(b) impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

(e) **Return of Confidential Information.** Upon the termination or expiration of this Agreement or the written request of Discloser, whichever occurs earlier, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all Confidential Information been destroyed or returned to Discloser.

(f) **Ownership.** Except as provided in this Agreement, all materials transmitted between the parties and containing Confidential Information remain the sole and exclusive property of the Discloser. Except for the license expressly granted hereunder, this Agreement and transmission or disclosure of any Confidential Information does not grant the Recipient a license or ownership of any type.

(g) **Remedies.** The parties agree that the rights being protected by this Section 1 are of a special and unique character, which gives them a particular value, and that the breach of this Section 1 will result in irreparable injury and damage. In such event, the non-breaching party shall be entitled to require

specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section 1.

(h) Expiration of Obligation. The obligations and restrictions contained in this Section 1 will remain in effect for a period of three (3) years following the termination of this Agreement.

2. Intellectual Property.

(a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the GFE Audit, the GFE Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "Amplified IP"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to Jefferson County Public Schools any ownership, rights, title or any other proprietary interest in the Amplified IP. Jefferson County Public Schools shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.

(b) Right to Use. Amplified IT grants Jefferson County Public Schools the revocable, limited right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. Jefferson County Public Schools shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of, reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.

(c) Trademarks. Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "Trademarks"). Jefferson County Public Schools is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.