

Addendum to Agreements Reaffirming Prior Data Security Rider

Any and all current and future agreements between BrainPOP, LLC, hereafter Vendor, and Board of Education of Trigg County, Kentucky, hereafter Board, are amended by this Addendum and by the Data Security Rider and Addendum to the Terms of Use signed by the Vendor on January 3, 2018 and also signed by the School District on January 8, 2018 provided however that the Data Security Rider is amended as follows: Inclusion of a term or provision prohibited by said Data Security Rider shall invalidate and make void the specific prohibited term or provision, but shall not invalidate the entire agreement. Any provision requiring the Board to obtain waivers from parents or students, unless reasonable and specific requests are made by the Vendor, shall be invalid and unenforceable.

The parties agree that the terms of this Addendum shall apply to all current and future contracts between the parties. To the extent that the terms of this Agreement and other such contracts conflict, the terms of this Agreement shall control. Notwithstanding the foregoing, the parties agree that the terms of this Agreement may be amended, modified, or canceled in a signed writing of the parties.

Kentucky law may require that claims be brought through the Kentucky Claims Commission and the Board does not waive this requirement. The Board does not waive sovereign immunity or any other limitations on claims or damages against the Board. Further the Vendor shall comply with all applicable Kentucky and Federal law including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) (FERPA), the Protection of Pupil Rights Amendment, (20 U.S.C. 1232h) (PPRA), the data protection provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 *et seq*) (NSLA), the Child Nutrition Act of 1966 (42 U.S.C. 1751 *et seq*) (CNA), KRS 61.931 *et seq*, KRS 365.720 through KRS 365.734 and the applicable regulations for these statutes. Vendor will sign such documents to certify compliance as is required by the Kentucky Department of Education.

Contractor: BrainPOP LLC

Signed by: Abraham Kaulan.

Position: CEO/Founder

Date: 11/11/2018

Purchaser: Board of Education of Trigg County Kentucky

Signed by: Travis Hamby, Superintendent

Date: _____