

GENERAL ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNITY AGREEMENT

THIS GENERAL ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNITY AGREEMENT ("Agreement") is entered by and between Jefferson County Public Schools. (hereinafter "JCPS") with its principal place of business located at VanHoose Education Center, 3332 Newburg Road, Louisville, Kentucky 40218 and UNITED PARCEL SERVICE, INC. (hereinafter "UPS"), with its principal place of business located at 911 Grade Lane, Louisville, Kentucky 40213.

WHEREAS, UPS is the world's largest package delivery company and a leading global provider of specialized transportation and logistics services.

WHEREAS, Jefferson County Public Schools would like to receive as a donation from UPS a metal cabinet housing a control center, motor controls, relays, electrical panels, switches, and shelving valued at \$50,000 (hereinafter "Equipment") for vocational training and education purposes at Valley High School. This additional equipment will extend student learning opportunities created by the conveyor system donated by UPS to Valley High School in July 2018.

WHEREAS, UPS, desiring to assist JCPS in furthering vocational training has agreed to donate and arrange for installation of the Equipment which is incorporated herein by reference.

NOW THEREFORE, the parties agree that the terms and conditions herein shall control the donation of the Equipment and the use of confidential information (defined in Section 4):

1. Condition of Equipment "AS IS, WITH ALL FAULTS"; Acceptance; Assumption. JCPS acknowledges and agrees that UPS; [i] UPS is not in the business of manufacturing, distributing, arranging for the installation, selling or reselling manufacturing equipment and machines to other parties; [ii] the Equipment may not be compliant with current regulations issued by the Occupational Safety and Health Administration, and/or other applicable law safety standards. JCPS has inspected the Equipment and has determined on its own that the Equipment is safe for its use and shall take all necessary steps to direct and advise any users of all necessary safety precautions in its use and shall add any necessary safety equipment and/or warnings it deems necessary for that purpose. JCPS RECOGNIZES, ACKNOWLEDGES AND AGREES THAT UPS MAKES NO WARRANTY EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT, ITS DESIGN, WARNINGS, SAFETY DEVICES, INFORMATION, DELIVERY AND/OR INSTALLATION AND WILL NOT BE LIABLE FOR (AND JCPS HEREBY EXPRESSLY RELEASES UPS WITH RESPECT TO) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY JCPS OR USERS OF THE EQUIPMENT REGARDLESS WHETHER SUCH DAMAGES ARE BASED IN TORT (INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND NEGLIGENCE), WARRANTY, CONTRACT OR OTHER

LEGAL THEORY. ALL IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) ARE HEREBY EXPRESSLY DISCLAIMED. IN ADDITION, UPS EXPRESSLY DISCLAIMS ANY WARRANTY OBLIGATIONS IN THOSE INSTANCES WHERE THE FAILURES RESULT FROM THE MODIFICATION OF THE EQUIPMENT BY JCPS, IMPROPER HANDLING, USE OR INSTALLATION, EQUIPMENT OR ANY OTHER CAUSE.

2. Waive, Release, and Discharge. JCPS waives, release and discharges UPS from any and all claims for liability, including but not limited to, liability arising from the alleged negligence or fault of UPS for failure of the Equipment, in whole or part, as well as any claims arising therefrom for death, disability, personal injury, property damage, or actions of any kind which may hereafter occur due to the use of the EQUIPMENT by JCPS, its personnel, students, agents and/or representatives.
3. Indemnity and Hold Harmless To the extent permitted by law, JCPS shall indemnify and hold UPS harmless from any and all liabilities or claims made by JCPS, its personnel, students, agents, representatives, other users or other parties arising in any manner related to the use of the EQUIPMENT, whether brought in tort, contract, law or equity.
4. Confidentiality Protections. Each party may, as part of this donation, share certain confidential information with the other party. Each party shall protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication thereof as it uses to protect its own proprietary information. Neither party shall use the Confidential Information except to further the purposes of this Agreement or as otherwise specifically authorized in writing by the Disclosing Party. Each party may disclose the Confidential Information of the other party only to those of its employees and affiliate employees who (a) need to know such information to perform its obligations, exercise its rights hereunder, or make necessary disclosures in its financial filings and (b) are bound by the obligations of confidentiality set forth herein (collectively, "Representatives"). An affiliate is an entity that controls, is controlled by, or is under common control with a party. Under no circumstances, except as expressly set forth below, shall either party reproduce, distribute or otherwise provide, directly or indirectly, any confidential information to any person or entity who is not a Representative, or make necessary disclosures in its financial filings without the consent of the Disclosing Party.

JCPS can disclose confidential information if disclosure is required under the Open Records Law. If JCPS receives such a request they will notify UPS prior to disclosing any confidential information in order to provide UPS with an opportunity to contest disclosure, if UPS deems it appropriate.

- a. Exclusions. No obligation is imposed with respect to information of the Disclosing Party which: (i) was rightly in one Party's unrestricted possession

prior to disclosure by the other party; (ii) is or becomes a matter of public knowledge through no fault of the non-disclosing party; (iii) is rightly received from a third party without a duty of confidentiality to the Disclosing Party; (iv) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party; or (v) is independently developed by the non-disclosing party without relying on the Confidential information of the Disclosing Party.

- b. Duration. Each party's duty under this Agreement to protect any Confidential Information of the other party shall survive until a 4(a)(i)(v) condition is met.
5. Return of Equipment. JCPS shall not sell, transfer and/or assign the Equipment to any other party or otherwise place the same into the stream of commerce. Upon end-of-use of the Equipment, JCPS shall disassemble and decommission the Equipment or return the same to UPS.
6. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter and cancels, supplants, and supersedes all prior or contemporaneous written or oral communications, proposals, conditions, representations, warranties and prevails over any conflicting or additional terms contained in all other communications between the Parties relating to its subject matter.
7. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
8. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles. The Parties specifically agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods, as may be amended from time to time, shall not apply to this Agreement. The Parties acknowledge and confirm that the selection of the governing law is a material term of this Agreement.

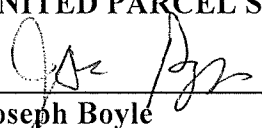
THE UNDERSIGNED ARE AUTHORIZED AGENTS OF THE PARTIES WITH
AUTHORITY TO BIND THE SAME AND HEREBY CERTIFIES TO HAVE READ
THIS AGREEMENT AND FULLY UNDERSTAND AND AGREES TO ITS
CONTENTS.

JEFFERSON COUNTY PUBLIC SCHOOLS:

Dr. Marty Pollio
Superintendent

Date

UNITED PARCEL SERVICE, INC.



Joseph Boyle
Vice President

Date

February 5, 2019