

PROPOSAL FOR Boone County Public Schools



July 2, 2019

Prepared for:

DR. RANDY POE

Superintendent

randy.poe@boone.kyschools.us

Boone County School District
8330 US 42
Florence, KY 41042
United States

Products & Services

KiNVO	875 x \$6.00 / year <i>For 1 year</i>
Direct-to-student messaging	875 x \$1.00 <i>For 1 year</i>
Professional Development	2 x \$2,500.00
On-site professional development	
Recurring subtotal	\$5,250.00 / year
One-time subtotal	\$5,875.00
Total	\$11,125.00

This total doesn't include any applicable taxes.

This quote expires on September 30, 2019.

PROPOSAL FOR Boone County Public Schools



General Provisions:

- KiNVO relies on Internet connectivity, and it is partner schools' responsibility to ensure proper internet connections.
- Licenses purchased through this proposal are valid for the period, July 1, 2019 through June 30, 2020.
- No service will be provided without receipt of Purchase Order (PO)/proof of payment.
- Please refer to our privacy page located on our website for our Terms of Use (<https://kinvolved.com/tos>) and Privacy Policy (<https://kinvolved.com/privacy>). By submitting the Purchase Order (PO), you signal that you accept both policies.

On behalf of the Kinolved team, we would like to thank you for the opportunity to work with you.

We are committed to doing all we can to help support you and your teachers as your district uses KiNVO by Kinolved to help transform the way in which students meet and exceed their goals. Please know that you can contact us at anytime on anything we could do to enhance your KINVO experience.

A handwritten signature in blue ink, appearing to read "Miriam", is positioned above the contact information.

Miriam Altman
Chief Executive Officer, Co-founder
(646) 719-0553
miriam@kinvolved.com

Boone County Public Schools

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KINVOLVED'S TERMS OF USE

Last updated 4/11/2017

This Terms of Use governs access to and use of the technology, and professional services offered by Kinolved™ (the “Services”) to schools, districts and educational organizations (“You”). The term “Services” includes, without limitation, the KiNVO™ app, and any service Kinolved provides in relation to the app (“Professional Services”).

The Terms of Use include the Kinolved Privacy Policy, incorporated [here](#) by reference. Together, the Terms of Use and Privacy Policy constitutes a legally binding Agreement, and by using the Services, you represent that You agree to be bound to these Terms of Use, and You represent that you have the authority to bind Your organization to these Terms of Use.

If You do not have the necessary authority or if you do agree to these Terms of Use, then you may not access or use the Services.

1. Scope of Services:

1. Kinolved provides an online and mobile application that allows users to take and track attendance, communicate with families, and track broader attendance-related trends. Kinolved also provides account set-up, customized training and consulting services for schools, districts and non-profit organizations to understand and improve their attendance rates.
2. You shall be solely responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services,

including, without limitation, modems, hardware, software, and telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

2. License:

1. Kinolved grants You a limited, non-exclusive, non-transferrable, revocable license to access and use the Services that You have selected through the online registration and account maintenance processes ("Account Administration"), for Your internal, non-commercial, educational purposes only.

3. Fees and Payment:

1. Certain Services carry subscription fees ("Subscription Fees"). Subscription Fees will be due in advance on an annual or monthly basis ("Subscription Term"), as agreed by You and Kinolved on any attached Order Form. At the beginning of each Subscription Term, Kinolved will invoice You (or, if You provided a credit card number, will bill that credit card) for the applicable Subscription Fees due for the following Subscription Term. Invoiced charges are due net thirty (30) days from Your receipt of the invoice. If You owe Subscription Fees on a monthly basis, and if Your first month of subscription Services does not begin on the first day of a given calendar month, You will be charged a prorated amount of Subscription Fees for such first month, on the first day of such subscription Services. Fees for Professional Services are due net thirty (30) days from Your receipt of the invoice.
2. Unless otherwise agreed by You and Kinolved in writing, all fees are non-refundable for any reason, including without limitation if this Agreement terminates prior to the end of the subscription Term for which You have pre-paid Subscription Fees. All amounts due shall be paid in United States Dollars.
3. If the payment information You have provided is incorrect, incomplete, late or Kinolved is otherwise unable to complete a transaction or collect timely payment due to Your error or omission, any payment due that is so delayed shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is less.

4. Intellectual Property: ^

1. The Services, trademarks, trade dress, service marks and logos are owned by Kinolved and are subject to copyright and other intellectual property rights under United States, foreign laws and international conventions. They may not be used, copied or imitated, in whole or in part, without our prior written consent.
2. Kinolved retains all intellectual property rights relating to the Services or any suggestions, ideas, enhancement requests, feedback or recommendations You provide in relation to the Services.
3. Notwithstanding the above, in connection with the Services, Kinolved may, or may permit You to, generate reports using Your data ("Reports"). For avoidance of doubt, Reports are part of the Services, however such reports are owned by You.
4. You may request, through Kinolved Account Administration, or via a separate written contract with Kinolved, that Kinolved perform certain Professional Services in connection with the Services. You hereby grant Kinolved all rights, licenses, and permissions necessary and/or useful in connection with its performance of the Professional Services.
5. Anything conceived or reduced to practice related to developing or improving the Services in connection with the Professional Services that does not include Your data are owned by Kinolved. Any work product resulting from the Professional Services that is provided to You by Kinolved is part of the Services, and You shall be granted ownership of all work product.

5. Privacy:

1. Kinolved is committed to protecting the privacy of Your data and maintains a privacy policy, which may be viewed at www.kinolved.com/privacy.
2. If the Family Educational Rights and Privacy Act (FERPA) applies to You, You hereby designate Kinolved as a "school official" as the term is used in FERPA, with a "legitimate educational interest" in receiving the data you provide via the Services. You hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any educational records to Kinolved, its users, or otherwise in connection with the Services in compliance with FERPA. You further

represent that You comply with all applicable data privacy laws and TCPA with respect to the data You collect, store and maintain through the Services. ^

3. Kinolved represents that it will only use and access any education records You provide in alignment with FERPA and other applicable federal and state privacy laws, and in accordance with this Agreement and the incorporated Privacy Policy.
4. In addition, if You decide to use Kinolved features that facilitate messaging between You and Your students under the age of 13, You represent that you have obtained all necessary permissions from the parents and legal guardians for Kinolved to receive messages from the students, including any identifiable information contained in the messages, in compliance with the Children's Online Privacy Protection Act ("COPPA"). Kinolved represents that it will use those messages for the sole purpose of providing the Service to You.

6. Restrictions:

1. You understand that standard SMS (texting) fees apply to all registered contacts who receive an SMS sent out via Kinolved's software. Kinolved is responsible for payment for all SMS sent FROM Kinolved's software. You are responsible for ensuring parents or registered contacts receiving said SMS have opted into Kinolved's software program. Kinolved has provided You with appropriate materials (letter to mail home to parent and best practices) to support the opt-in procedure. However, You are solely responsible for obtaining legally required opt in consents from Your users, and for compliance with the Telephone Consumer Protection Act (TCPA). In no event will Kinolved be liable for Your use of SMS. Kinolved will also not be liable for any delays in the delivery or receipt of any SMS messages attributable to Your mobile service operator.
2. The Services are provided to You "as is." You may not:
 1. make the Services available to any unauthorized users or attempt to gain unauthorized access
 2. modify, alter, duplicate, sell, reproduce, copy, disassemble, reverse engineer, emulate, decompile, or tamper with the Services
 3. interfere with or disrupt the integrity or performance of the Services

4. frame, mirror or create derivative works from or of the Services ^
5. bypass, modify, tamper, attempt to defeat or circumvent any of the security components or restrictions that protect the Services
6. sell, resell, license, sublicense, distribute, rent or lease the Services or include the Services in a service bureau or outsourcing offering
7. use any robot, spider, data miner, crawler, scraper or other automated means to access or index the Services
8. use the Services in any manner that infringes or violates the intellectual property rights or proprietary rights of any third party
9. use the Services in any manner that is harmful, fraudulent, deceptive, threatening, abusive, obscene, libelous, or otherwise objectionable

7. Representations:

1. By using and/or registering for the Services, You represent and warrant that:
 1. You are a school, district or non-profit organization employee authorized by Your institution to create an account for the Services
 2. You will keep Your account credentials, including Your user name and password, confidential and secure
 3. You will be responsible for all use of Your account
 4. You will notify Kinolved promptly of any actual or suspected security concern, including loss of account credentials or unauthorized activity
 5. You will use the Services in compliance with all applicable laws and regulations, including the Telephone Consumer Protection Act (TCPA) and privacy laws
 6. You will not use the Services to advertise, spam or otherwise serve marketing materials
 7. You will not impersonate another user

8. Term and Termination:

1. This Agreement shall remain in full force and effect while You use the Services. This Agreement may be terminated by either Licensee, or by the Licensor, by providing 30 days' written notice to the other Parties.

2. Kinolved reserves the right to terminate or suspend any users for suspected violations of this Agreement without penalty. Kinolved further reserves the right to take appropriate legal action against a user who is in breach of this Agreement, including without limitation, reporting such user(s) to law enforcement authorities.

9. Service Modifications:

1. Kinolved reserves the right to modify, suspend or discontinue any part of the Services, introduce new features, impose limits on certain features, or restrict access to parts or all of the Services.

10. Disputes:

1. Kinolved is under no obligation to become involved in any dispute between users of the Services or between users and any third party. You hereby release Kinolved, its officers, directors, employees and agents in rights from claims, demands and damages (actual and consequential) arising out of or in any way related to such disputes.

11. Warranties:

1. THE SERVICES, PROFESSIONAL SERVICES, REPORTS, AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. KINVOLVED HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SUBJECT MATTER HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

12. Limitations of Liability:

1. IN NO EVENT SHALL KINVOLVED OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, DAMAGES ARISING FROM YOUR USE OF THE SERVICES.

OUR LIABILITY TO YOU WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU TO US FOR THE SERVICES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

13. Indemnity:

1. You agree to defend, indemnify and hold Kinolved, its officers, directors, employees and agents harmless from and against any claims, costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, made by any third party against either You or Kinolved due to or arising out of Your use of the Services or from Your breach of this Agreement. In the case of suits brought against You, Kinolved reserves the right to assume the exclusive defense and control of any matter for which You are required to indemnify us. You agree to cooperate with any reasonable requests to assist us in our defense of such matters.
2. The scope of the foregoing indemnification obligation includes, without limitation, causes of action brought against Kinolved or You for violations of the TCPA associated with Your use of the Services.

14. Notice:

1. Kinolved may give notice by means of a posting on the Service or by sending an email to You at the email address You have provided to us. Notice will be deemed to have been given within 48 hours of posting or 12 hours after sending via email. You may give notice to Kinolved by letter delivered by registered mail to 25 Broadway, 12th Floor, New York, New York 10004 or via email to support@kinolved.com. Such notice will be given when it is received by Kinolved.

15. Miscellaneous:

1. This constitutes the entire Agreement between You and Kinolved regarding the use of the Services, and supersedes any prior written or oral agreements. Our failure to

exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. You may not assign Your account to anyone without our prior written consent. We may assign any or all of our rights and obligations to third parties at any time, provided, however, that they will remain subject to these Terms of Use and Privacy Policy unless we have obtained Your prior written consent to changes. We shall not be responsible or liable for any loss, damage, delay or failure to act due any cause beyond our reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from the remaining Agreement and does not affect the validity and enforceability of any remaining provisions.

16. General:

1. This Agreement shall be governed by the laws of the state of New York and applicable United States federal law, without regard to any conflicts of law provisions of any jurisdiction and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in New York. If any provision of this Agreement is found to be unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions, and any such provisions shall be deemed modified so that the purpose can be lawfully effectuated and enforced.

17. Compliance with Applicable Law:

1. We control and operate the Services from our offices in the United States of America. We do not represent that materials on the Services are appropriate or available for use in other locations. If You choose to access the Services from other locations or enroll users from other locations, You do so on Your own initiative, and are responsible for compliance with local laws, if and to the extent local laws are

applicable. All parties to these terms and conditions waive their respective right to a trial by jury.

18. Contact Us:

1. In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at: 25 Broadway, 12th Floor, New York, New York 10004 and support@kinolved.com.

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KINVOLVED'S PRIVACY POLICY

Last updated 4/11/2017

1. Kinolved™ offers an online and mobile application (collectively, the “Services”) and a website (www.kinolved.com or “website”), owned and operated by Kinolved, Inc. (“we,” “us” or “Kinolved”). The website provides general information about Kinolved, and the Services support communication between educational institutions (“Customers”) and the students, students’ parents, legal guardians and other authorized family members (“Users”) through SMS, MMS, email, and automated calls.

At Kinolved, we take seriously your trust in us to maintain the privacy of your information. This Privacy Policy explains the types of information we collect through the Services and website, how we will use, disclose and protect this information, and how you can opt out of some of our uses and disclosures of information. The Privacy Policy must be read together with the [Terms of Use](#). By using or accessing the Services or website, you agree to the terms in this Privacy Policy.

1. Information You Provide:

1. In order to access the Services, Customers must set up an account by providing their school or program name and address.
2. Customers must then provide the following information to enable use of the Services: student names and ID numbers, course rosters, course schedules, course names, first names, last names, email addresses and/or phone

numbers of the authorized parent and family contacts, student email addresses and/or phone numbers if using student messaging Service, and first and last name of staff members and email addresses. Customers use the Services to send messages to parents, legal guardians, students and other authorized family members. Kinolved stores these messages, but only to make them available to Customers while they are using the Services.

3. Individuals who wish to sign up for general updates via www.kinolved.com, will also need to provide their email address in order to receive the updates.

2. A Note About Students Under the Age of 13:

1. Kinolved operates in compliance with the Children's Online Privacy Protection Act (COPPA). If Customers use Kinolved to facilitate communication between their staff members and students, responses from students will be stored by Kinolved. These messages are only available to the authorized Customer staff, and are used only for their school purposes.

2. We rely on our Customers to provide consent for collection of that information on behalf of the parents or legal guardians, as agreed to in our [Terms of Use](#).

3. Customers may make messages provided by students under the age of 13 available to parents and legal guardians to review through each Customer's platform dashboard.

3. Usage Information:

1. When a Customer accesses our Services or when an individual accesses our website, we automatically collect IP address, the type of browser and/or device used, and the page or feature requested. We also collect mobile device IDs, as discussed further below.

2. To collect this information we use Cookies. Cookies are small data files sent by a Web site or application and stored on a computer or device at the request of that site or app. A cookie stores information related to a browser and allows us to recognize a browser or device and tell us how and when

pages and features are visited and by how many people. You may be able to change the preferences on your browser or device to prevent or limit a device's acceptance of cookies, but this may limit the availability of some of our features. To learn more about browser cookies, including how to manage or delete them, visit allaboutcookies.org.

3. We use mobile device IDs to provide and improve the Services. For example, we combine the mobile device ID with your account record in order to send notifications to your device with reminders about taking attendance, to alert you when you have a message or to provide you with tips for using our Services. We may also use mobile device IDs for analytics purposes.

4. Third-Party Tracking, Ad Servers and Networks

1. For the website (but not for the Services), third parties, such as ad networks, web analytics companies and social networking platforms may collect information about your online activities over time and across our and other third party websites. This information may be used to provide advertisements for products and services that may interest you, and those companies may use cookies, clear GIFs and other tracking technologies.
2. For more information about third-party advertisers and how to prevent them from using your information, visit the NAI's consumer Web site at <http://www.networkadvertising.org/choices> or <http://www.aboutads.info/choices>
3. We do not honor "do not track" signals transmitted by web browsers, so we encourage you to visit these links if you would like to opt out of certain tracking. If you do want to opt out using these tools, you need to opt out separately for each of your devices and for each Web browser (such as Internet Explorer, Firefox or Safari) that you use on each device.

5. How We Use and Disclose Information:

1. We do not sell or rent information, and we do not share information except as otherwise stated in this Privacy Policy.

2. We use or disclose the information you provide: ^

1. to deliver and facilitate your use of the Services as directed by Customer, including to authenticate Users
2. to maintain and administer your account and respond to your requests
3. to diagnose and resolve problems you may have using the Services, to maintain our systems and Services, and to improve the Services
4. with our third party partners, who deliver features of the Services to you on our behalf (see below)
5. to investigate a suspected violation of and/or to enforce the Terms of Use
6. as may be required by law, in which case we shall attempt to notify the Customer in advance of any such disclosure, where permitted by law
7. in the event of a threat to safety or to prevent bodily injury or damage to property
8. in the event of a reorganization, merger, sale, assignment, bankruptcy or other disposition of our business, in which case the transferred information will remain subject to the terms of this Privacy Policy

3. We may create and use aggregated and de-identified data:

1. to demonstrate the effectiveness of the Services, including in our marketing of the Services
2. to improve our Services, such as by creating reports and recommendations that we believe will be effective in driving improvements in attendance and other Customer goals
3. to develop and improve additional educational products or services

6. Third Parties:

1. We use third parties to perform tasks on our behalf. At times, some of these parties may require access to Customer and User information in order to deliver certain features of the Services on our behalf. Third parties use information they receive to provide the Services.

7. How You Can Access Your Information:

1. Customers may access their information at any time via a dashboard provided within the Services. In addition, Customers may respond to requests from Users to access, amend or correct their information via the dashboard or by contacting us for assistance at support@kinvolved.com. We will work directly with Customers to facilitate their response to any such requests from their Users.
2. If parents, guardians, or students have questions about Kininvolved's information practices, they should contact their school or educational institution.

8. Opt-Out:

1. We do not share information with third parties for marketing purposes.
2. If you have signed up to receive email updates from us, you may opt-out of receiving those updates at any time by clicking the "unsubscribe" link found in each email. You may also send us a request to opt-out of future updates by writing to us at support@kinvolved.com.
- 3.

9. Links:

1. Our website may contain links to third-party websites. These links are provided solely for your convenience. We have no control over, do not review, and are not responsible for third-party websites, their content, or any goods or services available through these websites. Our Privacy Policy does not apply to these third-party websites. We encourage you to read those third parties' privacy policies, which govern the collection and use of your information there.

10. Security:

1. We use physical, technical and administrative safeguards to protect the security, integrity and confidentiality of Customer and User information.

2. The Internet, however, is not 100% secure, and we cannot fully eliminate security risks associated with the storage and transmission of Customer and User information. We encourage you to support our security efforts by keeping your account information confidential. Should you have reason to believe that your account has been compromised, please notify us immediately at support@kinolved.com so that we may take steps to secure your account.

3.

11. Data Retention:

1. We retain data only for Customers who have active accounts for our Services unless otherwise required by law. If a Customer terminates their relationship with us, we will delete the account information provided to us within 45 days or as otherwise required by law. In addition, at any time during the term of the agreement, upon written request by a Customer, we will delete all data of the Customer as permitted by law.
2. Notwithstanding the above, we do retain aggregated, deidentified data for the purposes listed under "[How We Use and Disclose Information.](#)"

12. How to Request Access to, or the Correction of, Your Personal Information:

1. Except in limited circumstances governed by law, you may obtain access to and have information about you in our records corrected. A request for access or correction must be made in writing to 25 Broadway, New York, New York 10004 or support@kinolved.com.

13. Updates to this Privacy Policy:

1. We may occasionally update this Privacy Policy. We always include the date of the policy at the top of this page, next "Last Updated." Non-material changes will become effective when we post the Privacy Policy within the Services. Should we make material changes to this Privacy Policy, we will

notify you via the email address we have on file and request that you agree to the changes before you continue your use of the Services.

14. Contact Us:

1. If you have questions or concerns with anything in this policy, or about our data practices generally, please contact us at 25 Broadway, New York, New York 10004 or support@kinolved.com.

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