

Data Sharing/Use Agreement
Between
Jefferson County Public Schools
And
Unite USA Inc

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Public Schools ("JCPS"), and the ***Unite USA Inc*** ("Services Provider") describes the services to be provided to JCPS by Services Provider, and the means to be used by Services Provider to ensure the confidentiality and security of information and data exchanged between JCPS and Services Provider in connection with the provision of the services.

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of 10/16/2019 and will terminate 10/16/2020 unless terminated earlier by either party pursuant to Section H.

B. SCOPE OF THE AGREEMENT AND INTENDED USE OF THE DATA

1. Services Provider will provide the following services to JCPS under the terms of a services contract between JCPS and Services Provider effective October 16, 2019.

The Services Provider has entered into a separate agreement with Metro United Way to serve as the technology partner for the *United Community* initiative, a broad coalition of community organizations (each organization, including Metro United Way, a "Network Participant") coming together to implement a shared technology platform to help Louisville address the social determinants of health by linking education, health, and social services in one interconnected data and referral system. On October 30, 2018, the Jefferson County Board of Education approved a Memorandum of Understanding expressing the commitment of the District to participate in the United Community initiative.

The creation and implementation of the technology platform to share data among doctors' offices, hospitals, schools, and social service organizations at multiple touchpoints, will streamline access, navigation, and coordination of available resources. This "no wrong door" solution ensures those who need support are quickly referred and served, which will be a dramatic improvement over current care referral in Louisville

JCPS staff will identify students in need of services by external partners and enter a referral into the Services Provider's platform (the "Platform") network (the "Network"), operated and used by the Network Participants. JCPS staff shall

and, where applicable, shall instruct other Network Participants to, only enter a referral into the Platform with parental/guardian consent or prior student consent if the student is eighteen (18) years old or older. Referral services may include but are not limited to: academic support, attendance, basic needs, health, legal, and mental health/counseling. Services Provider will provide an integration service that allows JCPS to retrieve referral information and upload into Infinite Campus. In connection with the arrangements contemplated in this Paragraph B.1, JCPS has entered into various other agreement(s) regarding its participation in the Network via the Platform (the "Network Agreements"). To the extent there is any conflict between this Agreement and the Network Agreements, the Network Agreements will prevail, unless the Network Agreements conflict with the requirement for parental consent, then this Agreement shall prevail in that regard

2. JCPS and Services Provider agree JCPS will verify whether an applicable Network Participant is an organization to which JCPS can disclose, upon written request, personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "school official exception" of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) ("FERPA") prior to making disclosures to such Network Participant.
3. JCPS shall not disclose to Services Provider or any Network Participant any student data without prior parental consent or prior student consent if the student is eighteen (18) years old or older. The confidential data including student and non-student information to be disclosed is described in a document attached to this agreement as **Attachment A**. Services Provider shall use personally identifiable information from education records and other records in order to perform the services described in Paragraph B.1 above. Services Provider shall notify JCPS and JCPS shall provide written consent, if approved, of any changes to the list of disclosed data necessary for the services or any changes to the scope, purpose or duration of the services themselves. Any agreed upon changes to the data disclosed shall be reduced to writing and included in an update to Attachment A to this Agreement. Any agreed upon changes to the scope, purpose or duration of the services shall be reduced to writing and included in an amendment to the services contract described in Paragraph B.1 above.
4. Services Provider and JCPS shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. Services Provider shall confirm the transfer of confidential data and notify JCPS as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol shall apply to any transfer of confidential data from Services Provider to JCPS.

C. CONSTRAINTS ON USE OF DATA

Services Provider shall use the data only for the purpose described in Paragraph B.1 above. The data shall not be used for personal gain or profit outside of providing the services listed in Paragraph B. 1.

DATA CONFIDENTIALITY AND DATA SECURITY

Services Provider agrees to the following confidentiality and data security statements:

1. Services Provider acknowledges that the data is confidential data and proprietary to JCPS, and agrees to protect JCPS's student data that Services Provider hosts from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
2. If the performance of this Agreement involves the transfer by JCPS directly to Services Provider of any data regarding any JCPS student that is subject to FERPA, Services Provider agrees to:
 - a. In all respects comply with the provisions of FERPA.
 - b. Use any such data for no purpose other than to fulfill the purposes of the services contract described in Paragraph B.1 above, and not share any such data with any person or entity other than Services Provider and its employees, contractors and agents, without the prior written approval of JCPS.
 - c. Require all employees, contractors and agents of Services Provider to comply with all applicable provisions of FERPA with respect to any such data.
 - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as reasonably necessary to fulfill the purposes of the services contract described in Paragraph B.1 above.
 - e. Provide the services under the services contract described in Paragraph B.1 above in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Services Provider having a legitimate interest in knowing such personal identification.
 - f. Destroy or return to JCPS any such data obtained under this Agreement as set forth in Paragraph H.2 below.

For the avoidance of doubt, the foregoing restrictions and requirements shall apply solely to JCPS student data provided directly by JCPS to Services Provider. Services Provider shall have no responsibility or liability regarding the use or disclosure of any JCPS data to, by and among any Network Participants.

3. If Services Provider becomes legally compelled to disclose any confidential and otherwise personally identifiable data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then, to the extent permitted by law or legal process, Services Provider shall use all reasonable efforts to provide JCPS with prior notice before disclosure so that JCPS may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure JCPS's compliance with the confidentiality requirements of federal or state law; provided, however, that Services Provider will use all reasonable efforts to maintain the confidentiality of confidential and otherwise personally identifiable data. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Services Provider will only disclose that portion of confidential and otherwise personally identifiable data that Services Provider is legally required to disclose.
4. Services Provider shall not use data shared under this Agreement for any purpose other than the services contract described in Paragraph B.1 above. Nothing in this Agreement shall be construed to authorize Services Provider to have access to additional data from JCPS that is not included in the scope of this Agreement (or addenda). Subject to the terms of any other Network Agreements entered into by JCPS in connection with the purposes set forth in Paragraph B.1, Services Provider understands that this Agreement does not convey ownership of the data to Services Provider.
5. To the extent JCPS discloses any student data directly to Services Provider, Services Provider shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. Reasonable security precautions and protections may include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - b. Encrypting all data carried on mobile computers/devices;
 - c. Encrypting data before it is transmitted electronically;
 - d. Requiring that users be uniquely identified and authenticated before accessing data;

- e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
- f. Ensuring that all staff accessing data are bound by Services Provider's nondisclosure agreement, attached as Attachment B;
- g. Securing access to any physical areas/electronic devices where sensitive data are stored;
- h. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
- i. Installing anti-virus software to protect the network.

For the avoidance of doubt, the foregoing restrictions and requirements shall apply solely to JCPS student data provided directly by JCPS to Services Provider. Services Provider shall have no responsibility or liability regarding the use or disclosure of any JCPS data to, by and among any Network Participants and makes no guarantees regarding the security precautions employed by any Network Participant.

- 6. If Services Provider receives JCPS student data directly from JCPS that contains Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), Services Provider shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:
 - a. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
 - i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;
 - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;

- v. A passport number or other identification number issued by the United States government; or
 - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
 - b. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
 - c. Services Provider shall not re-disclose, without the written consent of JCPS, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
 - d. Services Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - e. Services Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
7. If Services Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service"), Services Provider agrees that:
- a. Services Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services or as otherwise agreed upon by the parties, unless the Services Provider receives express permission from the student's parent. Services Provider shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."
 - b. With a written agreement for educational research, Services Provider may assist an educational institution to conduct educational research as permitted by FERPA.
 - c. Pursuant to KRS 365.734, Services Provider 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 purposes.
 - d. Pursuant to KRS 365.734, except as otherwise contemplated by this Agreement and any other agreement entered into by JCPS in connection

with the purposes set forth in Paragraph B.1, Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.

- e. Pursuant to KRS 365.734, Services Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).
8. To the extent permitted by law or legal process, Services Provider shall report all known or reasonably suspected breaches of the data provided to Services Provider by JCPS that are hosted by Services Provider, in any format, to Dr. Dena Dossett, Chief, Accountability, Research, and Systems Improvement. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discover the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.
9. Subject to the terms of any other Network Agreements entered into by JCPS in connection with the purposes set forth in Paragraph B.1, Services Provider shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement. Services Provider agrees to use commercially reasonable efforts to require all employees, contactors, or agents of any kind using JCPS data to comply with this provision. Services Provider agrees to document the methods used to destroy the data, and upon request, provide certification to JCPS that the data has been destroyed.
10. For purposes of this Agreement and ensuring Services Provider's compliance with the terms of this Agreement and all application of the state and Federal laws, Services Provider designates Daniel Brillman (or an alternative designee specified in writing) as the temporary custodian ("Temporary Custodian") of the data that JCPS shares with Services Provider. Temporary Custodian shall be responsible for providing confirmation of the return or destruction of the data as described below. JCPS or its agents may, upon request, review the records Services Provider is required to keep under this Agreement.
11. Services Provider acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement.

E. FINANCIAL COSTS OF DATA-SHARING

Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to JCPS are costs associated with the compiling of student data requested under this Agreement and costs associated with the electronic delivery of the student data to Services Provider.

No payments will be made under this Agreement by either party.

F. OBLIGATIONS OF JCPS

During the term of this Agreement, JCPS shall:

1. Enter student level data into the Unite USA Inc platform as defined in **Attachment A – Data File Description**.
2. Only provide data for students that have parent/guardian consent or who have provided consent if they are eighteen (18) years old or older.
3. Provide Data Stewardship training for data custodian.
4. Enter referral data (all fields in the KSIS Data Standards for FRYSC Intervention Tab) that is received from the Services Provider's platform into Infinite Campus on a regularly scheduled interval basis.

G. LIABILITY

Services Provider agrees to be responsible for and assumes all liability for any third party claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from Services Provider's intentional or grossly negligent release of personally identifiable student, parent or staff data ("Claims"). Services Provider agrees to hold harmless JCPS and pay any costs incurred by JCPS in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement. For the avoidance of doubt, Services Provider shall have no responsibility or liability regarding the use or disclosure of any JCPS data to, by and among any Network Participants or any other third party in connection with this Agreement.

H. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL, or FedEx):
 - a. By either party if the other party materially breaches the terms of this Agreement and such breach is incapable of cure or, if such breach is

capable of cure, the party fails to cure such breach within thirty (30) days of receiving notice of such breach.

- b. By either party after forty-five (45) days advance written notice to the other party, for any reason or no reason.
2. The confidentiality provisions of this Agreement shall survive the termination of this Agreement. If this Agreement is terminated by either party for material breach or for any other reason with thirty (30) days written notice, the confidential information held by one party shall be returned or destroyed within seven (7) days of the termination following written request to other party. If this Agreement terminates at the end of the term described in Section A, Services Provider shall return or destroy all confidential information when it is no longer needed for the purposes contemplated in Paragraph B.1 upon written request to Services Provider. Such return or destruction shall occur within seven (7) days after receipt of such written request.
3. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

I. PUBLICATIONS AND COPYRIGHTS

Both parties recognize that each organization may have extant work that predates this Agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer or researcher. If new materials are developed during the term of the services contract described in Paragraph B.1 above, ownership and copyright of such will be governed by the terms a written agreement entered into by and between the parties.

J. MODIFICATION

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

K. QUALITY OF SERVICES

JCPS reserves the right to review Services Provider's performance under this Agreement for effectiveness in serving the specific purposes as outlined in Paragraph B.1. Failure of Services Provider to perform in a manner that meets or exceeds the reasonable quality standards for JCPS shall serve as grounds for termination of this Agreement.

L. BREACH OF DATA CONFIDENTIALITY

Services Provider acknowledges that the breach of this agreement or its part may result in irreparable and continuing damage to JCPS for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this agreement by Services Provider, JCPS, in addition to any other rights and remedies available to JCPS at law or in equity, may be entitled to seek preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach. If the United States Department of Education's Family Policy Compliance Office determines that Services Provider has violated paragraph 34 C.F.R. 99.31(a)(6)(iii)(B), JCPS may not allow Services Provider access to personally identifiable information from education records for at least five (5) years.

M. CHOICE OF LAW AND FORUM

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

N. WAIVER

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

O. SEVERABILITY

If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding.

P. NOTICES

Any notices or reports by one party to the other party under this Agreement shall be made in writing, to the address shown in the signature portions of this Agreement, 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.

Q. RELATIONSHIP OF PARTIES

JCPS is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor JCPS shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.

R. ENTIRE AGREEMENT; ASSIGNMENT

This Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to, along with any other Network Agreements entered into by JCPS in connection with the purposes set forth in Paragraph B.1, constitute the entire understanding between the parties with respect to

the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto. Services Provider shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of JCPS, and any attempted assignment without such prior written consent in violation of this Section R shall automatically terminate this Agreement, except that Services Provider may assign its rights and obligations under this Agreement to its affiliate or in connection with a change of control, merger or acquisition of all or substantially all of the assets to which this Agreement relates.

AGREED:

Unite USA Inc

65 N Moore Street Flr. 2

New York, NY 10013

BY: Taylor Justice

Name: Taylor Justice

Title: Co-Founder and President

Date: 02 Oct. 2019

AGREED:

Jefferson County Public Schools
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: Martin Pollio

Title: Superintendent

Date: _____

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED

- 1) Information shared via the Platform **with Network Participants** includes the following fields:

Field		Required (by KSIS Data Standards in Infinite Campus)
Student Name (First, Last)		Required*
Student SSID		Required*
School		Required*
Enrollment		Required
Start Date		Required
End Date		Optional
Interventions for		Required
Referred by		Required
Mode of Intervention		Required
Intervention Type		Optional
Referral Location1		Optional
Referral Location2		Optional
Description		Optional
*Intervention Category (Required)	Academic Support	Optional
	Attendance	Optional
	After School and Childcare	Optional
	Basic Needs	Optional
	Career Development Exploration	Optional
	Health	Optional
	Legal	Optional
	Mental Health/Counseling	Optional
	Transportation	Optional

*Note: Currently not a data entry field in the FRSYC tab in Infinite Campus, but these are fields needed for student look up.

Attachment B

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this “**Agreement**”), effective as of October 2, 2019 (the “**Effective Date**”), is entered into by and between Unite USA Inc., a Delaware corporation (the “**Company**”), and Jefferson County Public Schools (“**JCPS**” and, together with the Company, the “**Parties**”, and each, a “**Party**”).

WHEREAS, in connection with the Parties’ discussion of a potential business arrangement (the “**Purpose**”), the Parties desire to share certain information that is non-public, confidential or proprietary in nature.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties, intending to be legally bound, agree as follows:

1. Confidential Information. Except as set forth in Section 2 below, “**Confidential Information**” means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date by or on behalf of either Party (a “**Disclosing Party**”) to the other Party (a “**Recipient**”) or its affiliates, or to any of such Recipient’s or its affiliates’ employees, officers, directors, shareholders, members, agents, attorneys, accountants or advisors (collectively, “**Representatives**”), whether disclosed orally or disclosed or accessed in written, electronic, photographic, recorded or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” including, without limitation: (a) all information concerning the Disclosing Party’s customers’, suppliers’ and other third parties’, past, present and future business affairs including, without limitation, finances, employee information, supplier information, products, services, organizational structure, ownership information, investor information and internal practices, cost and pricing information, forecasts, sales and other financial results, records and budgets, proposals, reports, analyses, studies, and business, marketing, development, sales and other commercial strategies and plans; (b) all unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property; (c) all designs, specifications, techniques, devices, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, whether or not the foregoing is patented, tested, reduced to practice, registered or subject to copyright; (d) all third-party confidential information included with, or incorporated in, any information provided by or on behalf of the Disclosing Party to the Recipient or its Representatives; (e) other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and the Disclosing Party’s business; and (f) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials, whether in written or oral form, electronically stored or otherwise, prepared by or for the Recipient or its Representatives that contain, refer to, incorporate, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing (collectively, the “**Notes**”).

2. Exclusions from Confidential Information. Except as required by applicable law or regulation, the term “Confidential Information” as used in this Agreement shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of any breach or violation of this Agreement by the Recipient or any of its Representatives; (b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not known by the Recipient (at the time of such disclosure) to be prohibited from disclosing such Confidential Information to the Recipient; (c) was rightfully known by or in the possession of the Recipient prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or (d) was or is independently developed by the Recipient without reference to, use of or benefit from, in whole or in part, any of the Confidential Information.

3. Recipient Obligations. The Recipient shall, and shall cause its Representatives to: (a) protect and safeguard the confidentiality of all of the Disclosing Party’s Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Confidential Information, or permit it to be accessed or used, for any reason or purpose other than solely in connection with the Recipient’s evaluation of the Purpose, or otherwise in any manner to the Disclosing Party’s detriment; (c) except as otherwise provided in this Agreement, not disclose any such Confidential Information to any person for any reason, except to the Recipient’s Representatives who: (i) need to know the Confidential Information to assist the Recipient, or act on its behalf, for purposes of evaluating the Purpose on behalf of the Recipient; (ii) are informed by the Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive

than the terms and conditions of this Agreement; (d) comply with all applicable on-site access, remote access and related security rules and procedures of the Disclosing Party; (e) immediately notify the Disclosing Party of any unauthorized disclosure of Confidential Information or other breaches or violations of this Agreement by the Recipient or its Representatives of which the Recipient has knowledge; (f) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure; and (g) be fully responsible and liable for any breach or violation of this Agreement by (or caused by) any of the Recipient's Representatives.

4. Additional Confidentiality Obligations. Except as otherwise provided in this Agreement, as required by applicable federal, state or local law or regulation, or otherwise as mutually agreed to in writing by the Parties, neither Party shall, nor permit its Representatives to, disclose to any person (a) that the Confidential Information has been made available to it or its Representatives, or that it or its Representatives have inspected any portion of the Confidential Information; (b) that discussions or negotiations may be, or are, underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; or (c) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose, all of which shall be considered "Confidential Information" for purposes of this Agreement.

5. Required Disclosure. Any disclosure by the Recipient or its Representatives of any of the Confidential Information pursuant to applicable federal, state or local law or regulation or a valid order issued by a judicial, governmental or regulatory entity (a "Legal Order") shall be permissible; provided that, to the extent permitted by applicable law, the Recipient shall make reasonable efforts to provide the Disclosing Party with (a) prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other remedy; and (b) at the sole cost and expense of the Disclosing Party, reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure.

6. Term. This Agreement shall continue for a period of three (3) years after the Effective Date, except that the non-disclosure obligations set forth herein shall survive with respect to Confidential Information constituting trade secrets under applicable law for so long as such information so qualifies.

7. Determination Not to Proceed; Return or Destruction of Confidential Information. If either Party determines not to proceed with the Purpose, it shall promptly notify the other Party of that decision. At the Disclosing Party's request, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed in compliance with this Section 7. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed in compliance with this Section 7. Notwithstanding anything to the contrary in this Agreement, the Disclosing Party hereby agrees that the Recipient may retain (i) Confidential Information as is necessary for compliance with applicable laws, rules, regulations, court order or its internal compliance policies and (ii) any Confidential Information that it believes cannot reasonably be destroyed (such as oral communications reflecting the Confidential Information, firm electronic mail back-up records, back-up server tapes and any records of similar automated record-keeping or other retention systems). Notwithstanding the return or destruction of Confidential Information, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and non-use hereunder.

8. No Transfer of Rights, Title or Interest. Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives.

9. No Other Obligation. The Parties agree that: (a) this Agreement does not require or compel the Disclosing Party to disclose any Confidential Information to the Recipient; (b) neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, by virtue of this Agreement, except for the matters specifically agreed to herein; and (c) each of the Parties is an independent contractor and neither the execution nor the performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or created the relationship of principal and agent between the Parties.

10. Remedies. Each Party acknowledges and agrees that money damages will not be a sufficient remedy for any breach or violation, or threatened breach or violation, of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or violation, or threatened breach or violation, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

11. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in New York City and New York County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

12. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses, facsimile numbers and e-mail addresses set forth on the signature page of this Agreement (or to such other address, facsimile number or e-mail address that may be designated by a Party from time to time in accordance with this Section 13).

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

14. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 17 shall be null and void.

17. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Definition. The term “person”, as used in this Agreement, shall be broadly interpreted to include, without limitation, any individual or entity.

[Remainder of Page Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

UNITE USA INC.

By Taylor Justice
Name: Taylor Justice
Title: Co-Founder & President

Address:
65 N. Moore Street Flr. 2
New York, NY 10013
Attention: General Counsel
E-Mail Address: esther@uniteus.com

JEFFERSON COUNTY PUBLIC SCHOOLS

By _____
Name:
Title:

Address:
Jefferson County Public Schools
3332 Newburg Road
Louisville KY 40218

E-Mail Address: