

**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"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Scenario Learning, LLC d/b/a Vector Solutions (hereinafter "Contractor"), with its principal place of business at 4890 W. Kennedy Boulevard, Suite 300, Tampa, FL 33609.

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, together with the Vector Solutions K-12 Education Software as a Service Client Agreement attached hereto as Exhibit 1 (the "Client Agreement"), Contractor's Certificate of Insurance attached as Exhibit 2, and the Data Sharing/Use Agreement attached as Exhibit 3, 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. This Contract between the Board and the Contractor modifies the Client Agreement. For the avoidance of doubt, to the extent of any conflict between the Client Agreement and this Contract, this Contract shall control.

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:

Contractor shall provide software licenses for the SafeSchools Online Staff Training System, which provides an updated, simplified and user-friendly way for users to take courses that cover the essential safety topics needed to educate staff so they're better prepared to prevent a safety incident, or to respond should one occur. Courses comply with state and federal training mandates and include school-based scenarios for relevance. Contractor shall provide assistance with the implementation, integration, and support of product.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the terms of this Contract, Contractor is not required by Kentucky law to maintain workers compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

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:	Shall not exceed \$ 40,000.00
Progress Payments (if not applicable, insert N/A)	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	General Fund

ARTICLE IV
Term of Contract

This Contract shall become effective on the date of the last signature ("Contract Effective Date") at which time the Contractor will begin implementation. The Service Period will begin on April 21, 2021 and shall continue through April 20, 2022 unless this Contract is modified as provided in Article VIII. This Contract shall not automatically renew.

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.

LIMITATION OF LIABILITY: EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8.1 IN THE CLIENT AGREEMENT (INDEMNIFICATION) AND INDEMNIFICATION HEREINBELOW: (A) IN NO EVENT SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT OR ITS NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND (B) THE TOTAL LIABILITY OF VECTOR SOLUTIONS FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES ALREADY PAID TO VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

INDEMNIFICATION: Subject to the limits in amount and types of coverage contained in Contractor's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto as Exhibit 2,

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, to the extent proximately caused by the Contractor 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, disability, or limitations related to pregnancy, childbirth, or related medical conditions. 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 and the Board shall not be entitled to any refund of fees upon 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 thirty (30) 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 Board specific custom 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 such Board specific custom 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

Upon not less than ten (10) days prior written notice, the Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services and once per contract year during the Term of the Contract and once per calendar year after the end of the Term. 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. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. 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 April 21, 2021.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

CONTRACTOR Scenario Learning, LLC d/b/a
Vector Solutions

By: _____

Date: _____

Name: Martin A. Pollio, Ed.D.

Title: Superintendent

 _____

3/16/2021

Date: _____

Name: Joel Petersen

Title: VP of Sales

Cabinet Member: Dr. Carmen Coleman _____

(Initials)

Attachments

Exhibit 1 - Vector Solutions K-12 Education Software as a Service Client Agreement

Exhibit 2 - Contractor's Certificate of Insurance

Exhibit 3 - Data Sharing/Use Agreement

**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: Education Specialist: Software License

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. Tara Isaacs

Print name of person making Determination

Professional Learning Department School or Department



3/16/21

Signature of person making Determination

Date

Name of Contractor Scenario Learning, LLC, d/b/a Vector Solutions
(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

Exhibit 1

Vector Solutions K-12 Education Software as a Service Client Agreement

This Vector Solutions K-12 Education Software as a Service Client Agreement (the "**Agreement**"), effective as of the date in the attached Schedule A (the "**Effective Date**"), is by and between Scenario Learning, LLC d/b/a Vector Solutions ("**Vector Solutions**"), an Ohio limited liability company, and the undersigned client ("**Client**"), (each a "**Party**" or "**Parties**"), and governs the purchase and ongoing use of the Services described in this Agreement.

1. **SERVICES.** Vector Solutions shall provide the following Services:

1.1. Access and Use. Subject to and conditioned on Client's payment of fees and Client's and its users' compliance with the terms and conditions of this Agreement, Vector Solutions hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 9.1 Assignment), revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, will provide access to any persons designated by Client solely for use by Client's users, in accordance with the terms and conditions herein. For avoidance of doubt, access and use authorizations are issued on a "one user per one authorization basis" and once granted, such authorizations are not transferable to other users. The ability to use the Services may be affected by minimum system requirements or other factors, such as Client's Internet connection.

1.2. Availability. Vector Solutions shall use commercially reasonable efforts to provide access to and use of Services by Client's Named Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

1.3. Help Desk. Vector Solutions will assist Named Users as needed on issues relating to usage via e-mail and Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. Vector Solutions reserves the right, in its sole discretion, to make updates or upgrades to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Vector Solutions' Services to its clients; (ii) the competitive strength of or market for Vector Solutions' services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services which Vector Solutions makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

1.5. Service Specific Terms and Conditions.

1.5.1. SafeSchools Alert Services and SafeSchools Incident Tracking Services.

The following subsections (a) and (b) *apply if and only if* Client is purchasing "SafeSchools Alert Service" or "SafeSchools Incident Tracking Service" and such services are included in Schedule A:

(a) SafeSchools Alert Service. Client acknowledges that all transmissions it receives from the SafeSchools Alert Service may contain highly sensitive, personal information, including without limitation Personally Identifiable Information ("PII") and other protected information ("Protected Information"), and Client shall ensure that all such Protected Information is secured from transmission or disclosure to unauthorized recipients. Client shall be solely responsible for establishing commercially reasonable safeguards to prevent the transmission or disclosure of Protected Information to unauthorized recipients. In addition, Client shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with FERPA and any applicable Federal, State, or local laws or regulations, and that it will monitor employees using the SafeSchools Alert Service to ensure they abide by the SafeSchools Alert Privacy Policy and Terms of Use.

(b) SafeSchools Incident Tracking Service. Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client's use of the SafeSchools Incident Tracking Service.

1.5.2. LiveSafe Services. The following additional subsection (a) applies if and only if Client is purchasing LiveSafe Services and such services are included in Schedule A.

(a) Client acknowledges and agrees that its use of any products and services provided hereunder by Vector Solutions from LiveSafe are subject to and governed by the terms available at <http://livesafemobile.com/end-user-terms>. In the event of conflict or inconsistency between terms of this Agreement and the LiveSafe terms of use, the LiveSafe terms of use shall control.

2. CLIENT'S OBLIGATIONS, COMPLIANCE, AND USE RESTRICTION.

2.1. Compliance. Client shall be responsible for all Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

2.2. FERPA. Both Parties are subject to the Family Educational Rights and Privacy Act ("FERPA") and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) Vector Solutions agrees to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any party, including a school official who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, Vector Solutions may not re-disclose the information to any third party without prior written consent from the student and Named User. Furthermore, the Parties shall work together to share student education records in a manner that best assures the protection of student education records from disclosure.

2.3. COPPA.

2.3.1 The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("**COPPA**"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "**COPPA Personally Identifiable Information**" or "**COPPA PII**"), such PII shall be subject to the provisions of COPPA.

2.3.2 Each party represents and warrants that to the extent such party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

2.3.3 Vector Solutions shall make commercially reasonable efforts to ensure that COPPA PII remains confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

2.3.4 Vector Solutions shall make no commercial use of PII collected on Client's behalf other than for educational and safety purposes and shall use PII solely for Client's benefit. Vector Solutions shall provide to Client all notices required by COPPA regarding Vector Solutions' practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. Vector Solutions shall rely on Client to obtain verifiable consent from a parent or guardian (collectively, "**Parent**") of each Named User under the age of 13, registered in association with Client ("**Verifiable Consent**") to use the Services.

2.3.5 Client shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to Client by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided Client deletes Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

2.3.6 In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, Client shall relay such request to Vector Solutions without unreasonable delay following Client's successful verification that the requester is the Named User's Parent.

2.3.7 Vector Solutions shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent, and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

2.4. California Consumer Privacy Act (CCPA). Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended, as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on behalf of Client in the course of the performance of this subject Agreement, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

2.4.1 Disclosures. To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to Client's instructions in relation to this subject Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA, and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because Client is not sharing or transferring such data to Vector Solutions for valuable consideration; and (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the services specified in the Agreement, including any Schedules and Statements of Work appended thereto, and within the direct business relationship with Client.

2.5. Identify Named Users.

2.5.1. A "Named User" is defined as a Client's employees, students, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder.

2.5.2. For Clients accessing and using the Services, Client shall: (a) cause each of its Named Users to complete a unique profile, if not created by Vector Solutions on their behalf; and (b) timely maintain a user database, by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from the Vector Solutions system unless required by applicable law. Client will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.5.3. Additional Named Users. Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.5.4. Client agrees to pay for the number of Users using or authorized to access the Services in a given contract year.

2.5.5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual charges for Client's use of the Services will be based upon the actual number of Named Users (i.e., actual Users plus Named Users) in a given contract year. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation unless reactivated.

2.6. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term as well as any Renewal Terms, shall be increased by 3.0% per year. Unless otherwise agreed, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

3.2. Payments. All fees due under this Agreement must be paid in United States Dollars. Vector Solutions will invoice Client in advance according to the frequency stated in Schedule A. All invoices are due and payable thirty (30)

days after invoice date ("Due Date"). Any undisputed fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client's Named Users' access to the Services without notice until all overdue payments are paid in full. Suspension of Client's use of the Services or termination of the Agreement for Client's violation of the terms of this subject Agreement will not relieve Client of its obligation to pay any and all fees and expense reimbursements due for the applicable term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client's or any Named User's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client's use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions' other customers' ability to access and use the Services; or (iii) Vector Solutions' Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3. does not limit any of Vector Solutions' other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state, or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions' income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions' trademarks, software, website, or technology, the course content, and the Services provided by Vector Solutions (collectively the "Vector Solutions Intellectual Property"), as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client (collectively, "Feedback"), and this Agreement does not convey to Client any rights of ownership to the Vector Solutions Intellectual Property or Feedback. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to

confer any property rights to the Services to the Client. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the Vector Solutions Intellectual Property in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer, or in any way exploit the Vector Solutions Intellectual Property in whole or in part; (c) embed the Vector Solutions Intellectual Property into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; or (e) reverse engineer, decompile, disassemble, or access the Vector Solutions Intellectual Property; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

5. TERM, TERMINATION, AND NOTICE.

5.1. Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term (the "Term") indicated in Schedule A. Upon expiration of the Term, this Agreement shall not automatically renew. Upon expiration or early termination pursuant to Section 5.2 (Termination for Cause) below, Client's access to the Services may remain active for thirty (30) days (the "Expiration Period") solely for purpose of Vector Solutions' record keeping.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

5.3. Notice. All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either Party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranty and Disclaimers.

6.1. Mutual Representations and Warranty. Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS" AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION. WORKPLACE, STUDENT, AND EMPLOYEE SAFETY ARE YOUR RESPONSIBILITY. THAT RESPONSIBILITY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO SUCH DELEGATION. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.2.1. Vector Solutions makes no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence, bullying, or hazing from occurring, or that the Services will not offend some who use it. Vector Solutions will not be responsible for any costs, legal fees, or damages resulting from any claim made against Client by anyone who uses the Services.

6.3. Third Party Content. If Client uploads third-party content to the Vector Solutions platform, such third party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. UNLESS STATED ELSEWHERE IN THIS AGREEMENT, THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

7. **LIMITATION ON LIABILITY.** EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, any affiliate, third party, OR CLIENT'S USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR VECTOR SOLUTIONS' COMPLIANCE WITH COPPA; AND (B) THE TOTAL LIABILITY OF VECTOR SOLUTIONS FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES ALREADY PAID TO VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.

7.1. VECTOR SOLUTIONS FURTHER EXPRESSLY DISCLAIMS ALL LIABILITY, REGARDLESS OF THE UNDERLYING LEGAL THEORY OR BASIS, FOR ANY AND ALL CLAIMS RELATED TO ANY EMPLOYEE'S OR NAMED USER'S PERSONAL OFFENSE, PERSONAL SAFETY, OR MENTAL HEALTH ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICES.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY, OR CLIENT'S USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

8. INDEMNIFICATION.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold Client harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent not prohibited by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Client infringes or violates any intellectual property right of any person.

9. MISCELLANEOUS.

9.1. Assignment. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of laws. With respect to any suit, action or proceeding relating hereto, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Tampa, Florida, and waives any objection thereto. The prevailing party to any dispute shall be entitled to reimbursement of its fees and costs from the other party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

9.2.1 Public Entity Governing Law. With respect Clients hereunder who are public entities, such as public schools and universities, and to the extent required by law, this Agreement shall be construed and enforced in accordance with the laws of the state in which the public entity Client is located.

9.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Client agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery.

9.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

9.5. No Waiver. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the Parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

9.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third-party under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC D/B/A Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Jefferson County Public Schools
3332 Newburg Rd
Louisville, KY 40218-4020

 CJP


By: _____

Printed Name: Justin Moore

Title: K-12 Director of Sales

Date: 3/16/2021

By:  _____

Printed Name: Tara Isaacs

Title: Director, Professional Development

Date: 3/16/21

Client Agreement/Schedule A

Date: 02-10-2021

Pricing valid until Effective Date

Client Information

Client Name: Jefferson County Public Schools	
Address: 3332 Newburg Rd Louisville, Kentucky 40218-4020	
Primary Contact Name: Tara Isaacs	Primary Contact Phone: (502) 485-3011

Terms

Effective Date: 04-21-2021	Term (months): 12
--------------------------------------	-----------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Tara Isaacs			
Billing Address: 3332 Newburg Rd Louisville, Kentucky 40218-4020		Billing Phone: (502) 485-3011	
Billing Email: tara.isaacs@jefferson.kyschools.us	PO#:	Billing Frequency: One time payment	Payment Terms: Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Description	Minimum Named Users	Annual Price Per User	Total
SafeSchools Training		16000	\$2.50	\$40,000.00
Total:				\$40,000.00

Grand Total (including Implementation & Training): \$40,000.00

*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Exhibit 2 Contractor's Certificate of Insurance

ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed in SUBSTITUTION IS WAIVED, subject to its terms and conditions of this policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to a certificate holder in loss of a third endorsement.

INSURER
Valley View & W. Inc.
300 1st Ave. S.W.
Tomball, TX 77375

INSURANCE
General Liability
Auto Liability
Workers Compensation
Employers Liability
Pollution Liability
Fire, Theft, and Vandalism
Fidelity and Bond
Surety
Marine
Aircraft and Spacecraft
Terrorism
Other

CERTIFICATE NUMBER: 2730222

PERIOD OF INSURANCE: 11/13/2021 to 11/13/2022

COVERAGE:

COVERAGE	DESCRIPTION	AMOUNT	COVERAGE	DESCRIPTION	AMOUNT
A	General Liability	\$1,000,000	B	Auto Liability	\$1,000,000
C	Workers Compensation	\$1,000,000	D	Employers Liability	\$1,000,000
E	Pollution Liability	\$1,000,000	F	Fire, Theft, and Vandalism	\$1,000,000
G	Fidelity and Bond	\$1,000,000	H	Surety	\$1,000,000
I	Marine	\$1,000,000	J	Aircraft and Spacecraft	\$1,000,000
K	Terrorism	\$1,000,000	L	Other	\$1,000,000

ACORD 101 (201801)
The ACORD name and logo are registered marks of ACORD.

ACORD
ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY CUSTOMER ID: 00000001
LOC #

INSURER
Valley View & W. Inc.

INSURANCE
General Liability
Auto Liability
Workers Compensation
Employers Liability
Pollution Liability
Fire, Theft, and Vandalism
Fidelity and Bond
Surety
Marine
Aircraft and Spacecraft
Terrorism
Other

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM. FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

See the Endorsement of Additional Insured in the policy for details regarding the additional insured coverage provided by this policy.

ACORD 101 (201801)
The ACORD name and logo are registered marks of ACORD.



Exhibit 3
JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

Data Sharing/Use Agreement

Between

Jefferson County Board of Education

And

Scenario Learning, LLC d/b/a Vector Solutions

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools ("JCPS"), and *Scenario Learning, LLC d/b/a Vector Solutions*, a limited liability company organized under the laws of Ohio. ("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 under the Contract for the Procurement of Professional Services (the "Services Contract") entered into between the Parties and to which this Agreement is attached as Exhibit 3. This Agreement between JCPS and the Services Provider modifies the Vector Solutions K-12 Education Software as a Service Client Agreement (the "Client Agreement"). For the avoidance of doubt, to the extent of any conflict between the Client Agreement and this Agreement, this Agreement shall control.

A. PERIOD OF THE AGREEMENT

This Agreement shall be effective as of April 21, 2021 and will terminate when the services contract referenced above terminates, 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 the above referenced Services Contract between JCPS and Services Provider effective April 21, 2021: Safe Schools / Vector Solutions provides an updated, simplified and user-friendly way for users to take courses that cover the essential safety topics needed to educate staff so they're better prepared to prevent a safety incident, or to respond should one occur. Courses comply with state and federal training mandates and include school-based scenarios for relevance. Contractor shall provide assistance with the implementation, integration, and support of product.

2. JCPS and Services Provider agree that Services Provider is an organization to which JCPS can disclose, 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"), because the disclosure is to a contractor to whom JCPS has outsourced institutional services or functions for which JCPS would otherwise use employees; the contractor is under the direct control of JCPS with respect to the use and maintenance of education records; and the contractor is subject to the requirements of 34 CFR 99.33(a) governing the use and redisclosure of personally identifiable information from education records.
3. JCPS shall disclose to Services Provider, confidential, personally identifiable information from an education record of a student, as defined in 34 C.F.R. 99.3, under the "school official exception" of FERPA, 34 C.F.R. 99.31 (a)(1), when the disclosure is within such exception as stated in Paragraph B.2 above and Services Provider has a legitimate educational interest for access to such education records. 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

1. Services Provider agrees that the services shall be provided in a manner that does not permit personal identification of parents and students by individuals other than representatives of Services Provider that have legitimate interests in the information.
2. Services Provider will not contact the individuals included in the data sets without obtaining advance written authorization from JCPS.
3. Services Provider shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by JCPS.

4. 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.

D. 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 the data from unauthorized disclosures and to comply with all applicable 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.; 7 C.F.R. 245.6 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 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 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 agents of Services Provider having a legitimate interest in knowing such personal identification.
 - f. Upon JCPS's prior written request, destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date of such request.
3. Services Provider shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. 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 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 distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data.
5. 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). Services Provider understands that this Agreement does not convey ownership of the data to Services Provider.
6. 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 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 data before it is transmitted electronically;
 - c. Requiring that users be uniquely identified and authenticated before accessing data;
 - d. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
 - e. Ensuring that all staff accessing data sign a nondisclosure statement, attached as **Attachment B (Vector Solutions Non-Solicitation, Non-Competition and Confidentiality Agreement)**, and maintain copies of signed statements;
 - f. Securing access to any physical areas/electronic devices where sensitive data are stored; and
 - g. Installing a firewall to permit or deny network transmissions based upon a set of rules.

7. If Services Provider receives 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 an agency and receives (accesses, collects or maintains) personal information from the agency 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.

8. If Services Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person 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, unless the 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. Pursuant to KRS 365.734(2), 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.
 - c. Pursuant to KRS 365.734(2), Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.
 - d. Pursuant to KRS 365.734(3), Services Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).
9. Services Provider shall report all known or suspected breaches of the data, in any format, to Dr. Kermit Belcher, Chief Information Officer. 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 discovered 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, a breach of hard copies of records, etc.); (5) a description of the information lost or compromised; (6) the controls in place to prevent unauthorized use of the lost or compromised information; (7) the number of individuals potentially affected; and (8) whether law enforcement was contacted.
10. 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 and upon JCPS written request. Services Provider agrees to require all employees, contractors, 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.
11. For purposes of this Agreement and ensuring Services Provider's compliance with the terms of this Agreement and Services Provider's Privacy Policy set forth at <https://www.vectorsolutions.com/privacy-policy/> (the "Privacy Policy") and such state and federal laws to the extent applicable to the Services being provided hereunder, JCPS may submit data requests to Service Provider Client Support at: Support@Safeschools.com or 1-800-434-0154. To the extent of any conflict between the Privacy Policy and this Agreement, this Agreement shall control.

12. 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.
13. Services Provider shall maintain, during the term of this Agreement, a cyber-insurance liability policy, in the amount of \$5M. Upon request, Services Provider shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, Kentucky 40218

14. JCPS acknowledges that Services provider does not maintain ISO27001 or SOC2 certification. Notwithstanding, the Parties agree that during the term of this Agreement and upon request, a current SOC2 certification shall be furnished by the Service Provider's then current third-party hosting services provider (currently Rackspace, Inc.), subject to JCPS entering into a Non-Disclosure Agreement with such third-party hosting services provider.

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. Any payments to Services Provider will be made under the services contract described in Paragraph B.1 above.

F. OBLIGATIONS OF JCPS

During the term of this Agreement, JCPS shall:

1. Prepare and deliver the data described in **Attachment A**.

G. LIABILITY

Subject to the limits in amount and types of coverage contained in Contractor's insurance policies identified in its Certificate of Insurance, a copy of which is attached hereto for reference, Services Provider agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to Services Provider's intentional or negligent release of personally identifiable student, parent or staff data ("Claim" or "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.

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 in the event of a material breach of this Agreement by another party provided however, the breaching party shall have thirty (30) days to cure such breach and this Agreement shall remain in force.
 - b. By either party after thirty (30) days advance written notice to the other party, for any reason or no reason and the Board shall not be entitled to any refund of fees upon such termination for convenience by the Board.
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, within thirty (30) days of the termination the confidential information and upon JCPS written request shall be returned or destroyed within thirty (30) days of the termination and the Temporary Custodian shall provide JCPS confirmation of the return or destruction of the data pursuant to Paragraph D.11. If this Agreement terminates at the end of the term described in Section A, within thirty (30) days after the end of the term, upon written request of JCPS Services Provider shall return or destroy all confidential information and the Temporary Custodian shall provide JCPS confirmation of the return or destruction of the data pursuant to Paragraph D.11.
3. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including but not limited to 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. 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 of the services contract.

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 stated Service description in Article II of the Services Agreement for JCPS shall serve as grounds for termination of this Agreement, subject to Service Provider's right to cure under Section H.1.a. 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 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 its 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. Any action or Claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the parties expressly waive the right to bring any legal action or Claims in any other courts.

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 remaining provisions 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, 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. Notwithstanding the foregoing, Service Provider may freely assign or transfer any or all of its rights without JCPS's consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

AGREED:

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Boulevard, Suite 300
Tampa, FL 33609

BY:  Jael Petersen

Name: Joel Petersen

Title: VP of Sales

Date: 3/16/2021

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: Martin A. Pollio, Ed. D.,

Title: Superintendent

Date: _____

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED

First Name

Last Name

Username

Position

Location

Email (Preferred)

Attachment B

Vector Solutions Non-Solicitation Non-Disclosure Agreement



Vector-Solutions
Non-Solicitation Non-



NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT

I, _____, enter into this NON-SOLICITATION, NON-COMPETITION AND CONFIDENTIALITY AGREEMENT ("Agreement") with RedVector.com, LLC, a Delaware limited liability company, doing business as Vector Solutions ("Vector Solutions"), as of the date set forth below for and in consideration of my employment or continued employment by Vector Solutions and the compensation that I receive during my employment or continued employment with Vector Solutions.

1. I Will Not Solicit Vector Solutions' Business Affiliates. While employed by Vector Solutions and for eighteen (18) months after separation from my employment with Vector Solutions for any reason whatsoever, I will not directly or indirectly solicit or otherwise attempt to induce any employees, officers, directors, agents, consultants, representatives, contractors, suppliers, distributors, manufacturers, customers or other business contacts of Vector Solutions to terminate, move, or modify their existing or prospective relationship with, or to compete against, Vector Solutions. "Solicit" includes accepting an invitation of another during the restricted time period.

2. I Will Not Compete in Vector Solutions' Business Territory.

A. Non-Compete. During my employment by Vector Solutions and for eighteen (18) months after separation from my employment for any reason whatsoever, I shall not, directly or indirectly, compete as an owner, officer, director, employee, agent, lender, broker, investor, consultant or representative of or with any entity providing Services (as defined below) anywhere in the United States or Canada. In addition, I will not interfere with clients or prospective clients in their relationships with Vector Solutions or solicit existing employees of Vector Solutions (or former employees subject to an agreement with Vector Solutions) to work for a competitor. A "prospective client" is defined as any person or entity Vector Solutions has actively solicited or sold Services to during the twelve (12) months before my separation from employment with Vector Solutions.

For purposes of this section, "Services" shall mean the creation, development, sale, or distribution of (a) online learning management software; or (b) course content, online training, or online instruction for any subject matter provided by or under development by Vector Solutions at the time my employment is terminated.

3. I Will Maintain the Confidentiality of Vector Solutions' Confidential Information and Materials.

A. Confidential Information and Materials. In the course of my employment by Vector Solutions, I acknowledge that Vector Solutions may provide me with certain information, including, but not limited to, confidential information, passwords, and trade secrets regarding Vector Solutions' procedures, policies, customer lists, databases, computer software and Vector Solutions related manuals, product manuals, schedules, skills, financial information, contracts, designs, patent applications, drawings, specifications, projected results, marketing, pricing, operations and other information and know-how, all relating to or useful in Vector Solutions' business (collectively, the "Confidential Information"). I recognize that the Confidential Information constitutes valuable and unique assets owned by, or in the custody of, Vector Solutions or its affiliates and agree that I shall not, during my employment with Vector Solutions or at any time thereafter, use the Confidential Information or any part thereof in any manner for my own benefit or to the detriment of Vector Solutions. I will identify and/or submit all passwords to Vector Solutions immediately upon request, delete any personal record of all passwords, and not enter any system

at any time that I am not authorized to access. Furthermore, I shall hold all the Confidential Information in the strictest confidence, not to be used, reproduced, distributed or disclosed to anyone, except as may be authorized in writing, in the course of performing my duties as an employee of Vector Solutions or as required by law, without the express prior written consent of Vector Solutions.

B. Vector Solutions Owns All Confidential Information and Materials. I agree that all documents relating to the Confidential Information, as well as the Confidential Information itself and ALL information stored or created on Vector Solutions computers, e-mail, telephones, voicemail, fax machines, and online services (collectively, "Vector Solutions' Systems") are the exclusive property of Vector Solutions or its affiliates. At NO time under any circumstances is ANY information to be removed, deleted or altered on or from Vector Solutions' Systems. There is no such thing as "personal" information, documents, or files on Vector Solutions' Systems. Promptly upon Vector Solutions' request, and immediately upon separation from my employment at Vector Solutions, I will deliver to Vector Solutions all writings, lists, papers, electronic files, data storage equipment, manuals, usernames, passwords, or other records relating to Vector Solutions' Confidential Information. All such Confidential Information and materials shall be delivered to Vector Solutions' corporate headquarters in Tampa, Florida.

4. Employment May be Terminated by Either Party. I acknowledge and agree that my employment is at will and may be terminated by either me or Vector Solutions at any time without notice or severance. I understand that signing this Agreement does not create any obligation on the part of Vector Solutions or any other company or person to continue my relationship with Vector Solutions, but that signing this Agreement is a condition to my employment or continued employment by Vector Solutions.
5. Vector Solutions May Assign My Rights. All rights, assignments, and representations made or granted by me in this Agreement are assignable by Vector Solutions and are for the benefit of Vector Solutions and its successors, assigns, and parties contracted with Vector Solutions.
6. Mutual Non-Disparagement. During my employment by Vector Solutions and for eighteen (18) months after separation from my employment for any reason whatsoever, I shall not, directly or indirectly, take any action which is intended, or would reasonably be expected, to harm Vector Solutions, its subsidiaries or affiliates, or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to same. I also agree not to make public or private statements or communications that disparage Vector Solutions, its business, services, products or its affiliates or its or their current, former or future directors or executive officers (in their capacity as such), or with respect to any current or former director or executive officer or shareholder of the Company or its affiliates (in their capacity as such). During the Employment Period and for eighteen (18) months after separation of my employment for any reason whatsoever, Vector Solutions agrees that it shall not, and that it shall instruct its directors and executive officers to not, make public statements or communications that disparage me. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).
7. Certain Legal Effects of this Agreement.
 - A. Any Claim I May Have Against Vector Solutions Is Not a Defense to Enforcing This Agreement.

The existence of any claim or cause of action I might have against Vector Solutions predicated on this Agreement or otherwise will not constitute a defense to the enforcement by Vector Solutions of these covenants.

Enforcement of this Agreement by Vector Solutions is Necessary and Reasonable. I recognize and agree that the enforcement of this Agreement is necessary to ensure the preservation, protection and continuity of the business, and the Confidential Information and goodwill of Vector Solutions. Due to the proprietary nature of Vector Solutions' business, I acknowledge and confirm that the length of the term and the geographical restrictions contained in this Agreement are fair and reasonable and not the result of overreaching, duress or coercion of any kind. I acknowledge and confirm that my special knowledge of the business of Vector Solutions is such as would cause Vector Solutions serious injury and loss if I were to use such knowledge to the benefit of a competitor or were to compete with Vector Solutions.

- B. Each Provision of this Agreement Can Be Read Independently and Can Be Enforced to the Fullest Extent Possible. In the event that any court finally holds that the time or territory or any other provision stated in this Agreement constitutes an unreasonable restriction upon me, I hereby expressly agree that the provisions of this Agreement will not be rendered void, but will apply as to time and territory or to such other extent as such court may judicially determine or indicate constitutes a reasonable restriction under the circumstances involved. I also hereby expressly agree that if any provision of this Agreement is deemed invalid under applicable law or regulation, such provision shall be deemed omitted to the extent so invalid, but the remainder of this Agreement will not be invalidated thereby and will be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision will have the meaning which renders it valid and enforceable.

8. Vector Solutions' Remedies in the Event of My Breach of this Agreement.

- A. Vector Solutions Can Seek Damages and Recover Its Costs. If I break any of my promises in this Agreement, I acknowledge that I can be sued in court by Vector Solutions and be held liable for damages. I also agree if any legal proceedings are brought for the enforcement of this Agreement, the successful or prevailing party will be entitled to recover reasonable attorneys' fees, court costs and litigation expenses incurred in that action or proceeding, in addition to any other relief to which that party may be entitled.
- B. Vector Solutions Can Seek Injunctive Relief. I understand and agree that damages at law may be an inadequate remedy for any breach or threatened breach of this Agreement by me which causes or may cause irreparable harm to Vector Solutions. Therefore, in the event of a breach or threatened breach by me of any provision of this Agreement, Vector Solutions shall be entitled, in addition to all other rights or remedies, to an injunction restraining such breach, without being required to show any actual damage or to post an injunction bond.

9. Work Product Ownership. Any copyrightable words, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by me in connection with my services to Vector Solutions shall be the exclusive property of Vector Solutions. Notwithstanding the foregoing, no ownership rights shall accrue to Vector Solutions related to any contributions I make to open source technologies the Company uses internally that are generally available to the public for free.
10. Only Written Amendments to this Agreement Are Permitted. I agree that the provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by both an officer of Vector Solutions and me making specific reference to this Agreement.
11. Jurisdiction and Venue For any Legal Action Will Be in Hillsborough County, Florida. The parties

acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Hillsborough County, Florida, and that, therefore, each of the parties (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Hillsborough County or the court of the United States, Middle District of Florida, Tampa Division; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; (d) agrees that service of any court paper may be effected on such party in such manner as may be provided under applicable laws or court rules in said state; and (e) waives any right to a jury trial that may pertain to any claim or potential claim of that party.

12. This Agreement Is Governed by the Laws of Florida. I agree that this Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Florida.
13. Vector Solutions Advised Me to Seek Legal Representation. Vector Solutions has advised me to consult with a lawyer concerning any questions I have about this Agreement. I have had the opportunity to consult with a lawyer, and I have either done so or have knowingly declined to do so.
14. Headings in this Agreement Are for Convenience Only. The headings contained in this Agreement are for my convenience only. The headings are not considered a part of this Agreement and will not limit or affect in any way the meaning or interpretation of this Agreement.
15. This Agreement Is Our Entire Understanding. This Agreement represents the entire understanding and agreement between me and Vector Solutions with respect to the subject matter contained in this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between me and Vector Solutions with respect to the subject matter contained herein.
16. Inventions. I acknowledge that I have read and will comply with Vector Solutions' INVENTION ASSIGNMENT AGREEMENT attached hereto and incorporated in this Agreement as Exhibit A.

IN WITNESS WHEREOF, the parties to this Agreement have signed and executed this Agreement
on the _____ day of _____, 20____.

REDVECTOR.COM, LLC

Employee Signature

By:  _____

Employee Printed Name

Title: Chief Executive Officer

Witness Signature

Witness Printed Name



EXHIBIT A

INVENTION ASSIGNMENT AGREEMENT

I, _____, enter into this INVENTION ASSIGNMENT AGREEMENT ("Assignment Agreement") with RedVector.com, LLC, doing business as Vector Solutions ("Vector Solutions") as of the date set forth below for and in consideration of my employment or continued employment by Vector Solutions and the compensation that I will receive during my employment or continued employment.

1. I Assign Any and All Rights in Any and All Developments to Vector Solutions. I hereby grant, transfer and assign and agree to grant, transfer, and assign to Vector Solutions, its successors and assigns, all of my rights, title and interest, if any, in or to any and all Developments (as defined below), including rights to translation and reproductions in all forms or formats and the copyrights and patent rights thereto, if any. I agree that Vector Solutions may copyright all such materials in Vector Solutions' name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit. "Developments" is defined as any idea, invention, process, design, concept, or useful article (whether the design is ornamental or otherwise), software and/or computer program, documentation, trademark, trade secret, literary work, audiovisual work and any other work of authorship hereafter created, expressed, made or conceived solely or jointly by me during my employment with Vector Solutions, whether or not subject to patent, copyright or other forms of protection, and that (i) are related to the actual or anticipated business, research or development of Vector Solutions; and/or (ii) are suggested by or result from any task assigned to me or work performed by me for or on behalf of Vector Solutions.
2. Vector Solutions Owns All Copyrights. I acknowledge that the copyrights in Developments created by me in the scope of my employment, belong to Vector Solutions by operation of law, or may belong to a party engaged by Vector Solutions by operation of law pursuant to a works for hire contract between Vector Solutions and such contracted party. To the extent the copyrights in such works may not be owned by Vector Solutions or such contracted party by operation of law, I hereby assign and agree to assign to Vector Solutions or such contracted party, as the case may be, all copyrights (if any) I may have in Developments.
3. I Will Assist Vector Solutions in Obtaining Patents and Copyrights. At all times after the date of this Assignment Agreement, I agree to assist Vector Solutions in obtaining patents or copyrights on any Developments assigned to Vector Solutions that Vector Solutions, in its sole discretion, seeks to patent or copyright. I also agree to sign all documents, and do all things necessary to obtain such patents or copyrights, to further assign them to Vector Solutions, and to reasonably protect them and Vector Solutions against infringement by other parties at Vector Solutions' expense with Vector Solutions' prior approval.
4. I Agree to Vector Solutions' Selection of Agent and Attorney-in-Fact. I irrevocably appoint any Vector Solutions-selected designee to act, at all times hereafter, as my agent and attorney-in-fact to perform all acts necessary to obtain patents and/or copyrights as required by this Assignment Agreement if I (i) refuse to perform those acts or (ii) am unavailable, within the meaning of the United States Patent and Copyright laws. I expressly intend that the foregoing power of attorney is

coupled with an interest.

5. Vector Solutions Owns All Records. I will keep complete, accurate, and authentic information and records on all Developments in the manner and form reasonably requested by Vector Solutions. Such information and records, and all copies thereof, will be the property of Vector Solutions as to any Developments assigned Vector Solutions. I agree to promptly surrender such information and records at the request of Vector Solutions as to any Developments.
6. I Make The Following Further Agreements. In connection with any of the Developments assigned by this Assignment Agreement, I agree: (i) to disclose them promptly to Vector Solutions; (ii) at Vector Solutions' request, to execute separate written assignments to Vector Solutions and do all things reasonably necessary to enable Vector Solutions to secure patents, register copyrights or obtain any other form of protection for Developments in the United States and in other countries. If I fail or am unable to do so, I hereby authorize Vector Solutions to act under power of attorney for me to do all things to secure such rights; and (iii) to provide Vector Solutions with notice of any inadvertent disclosure of Confidential Information related to any Development.
7. I Waive and Release All Rights to Any Development. Vector Solutions, its subsidiaries, licensees, successors or assigns, (direct or indirect) are not required to designate me as author of any Development when such Development is distributed publicly or otherwise. I expressly waive and release, to the extent permitted by law, all rights to such designation and any rights concerning future modifications of such Developments.
8. I acknowledge and agree that Paragraphs 6 through 14 of the Non-Solicitation, Non-Competition and Confidentiality Agreement apply to this Invention Assignment Agreement.

Employee Signature

