

Issue Paper

<u>DATE</u>: March 20, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Renew subscription agreement with Final Forms for paperless collection of athletic paperwork with the KCSD High and Middle schools opting to use this vendor. Agreement is for 1 year – June 1, 2023 to May 31, 2024.

<u>APPLICABLE BOARD POLICY</u>:

01.1 Legal Status

HISTORY/BACKGROUND:

Final Forms provides a paperless platform to collect required forms for athletics. Currently, most of the KCSD middle and high schools use this vendor. The information can easily be shared with the school Administration, Athletic Director, Coaches, and Athletic Trainers. Parents complete and submit online paperwork that can be updated for duration of participation.

FISCAL/BUDGETARY IMPACT:

School Individual Budget

RECOMMENDATION:

Approval to renew subscription agreement with Final Forms for paperless collection of athletic paperwork with the KCSD High and Middle schools opting to use this vendor. Agreement is for 1 year – June 1, 2023 to May 31, 2024.

<u>CONTACT PERSON</u>: Matt Wilhoite

Principal/Administrator

District Administrator

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

FinalForms Agreement

This FinalForms Agreement ("Agreement") is made and entered into on ______, by and between BC Technologies Company, doing business as FinalForms ("FinalForms" or "Party"), an Ohio corporation, and the ______ ("Customer" or "Client" or "Subscriber" or "Party"), (collectively, "the Parties").

The Support Services ("Services") contemplated by this Agreement shall be set forth in an Exhibit, which shall be attached to and made a part of this Agreement.

The Parties hereto agree as follows:

1. Contract Period

This Agreement is effective when signed by Customer and FinalForms representatives ("Effective Date"). The initial term of this Agreement begins on the Effective Date and ends one calendar year from the Effective Date. The term will renew automatically for additional one (1) year terms at FinalForms' then-current development, academic and athletic form fee rates, notice of which shall be provided to Customer sixty (60) days prior to the end of the then-current term, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, or upon termination under Section 4 of the Agreement.

2. Billing and Payment

Payment Dates. Payments for services rendered between March 16th and September 15th will be invoiced on September 15th in each year of this Agreement. Payments for Services rendered between September 16th and December 15th will be invoiced on December 15th in each year of this Agreement. Payments for Services rendered between September 16th and December 15th will be invoiced on December 15th in each year of this Agreement. Payments for Services rendered between September 16th and December 15th will be invoiced on March 15th in each year of this Agreement.

Payment Terms. Payment for the Services under this Agreement shall be set forth in an Exhibit, which shall be attached to and made a part of this Agreement. Payment is due within thirty (30) days of Customer's receipt of an invoice from FinalForms. Services will be suspended for up to seven (7) days if payment is not received when due. Should Customer fail to pay FinalForms the complete agreed upon consideration within the seven (7) day suspension period, FinalForms shall have the right to terminate the Agreement, effective immediately.

3. Representations and Warranties

Compliance with the Laws. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement.

Acceptable Use. Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will not violate or tamper with the security of any FinalForms computer equipment or program. If FinalForms has reasonable grounds to believe that Customer is utilizing the Services for any illegal or disruptive purpose, FinalForms may suspend the Services immediately with or without notice to Customer. FinalForms may terminate the Agreement as contemplated in Section 4 if FinalForms determines that Customer failed to adhere to the foregoing acceptable use standards.

DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION 3 AND IN SECTION 7 ARE THE ONLY WARRANTIES MADE BY FINALFORMS. FINALFORMS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE, OR SOFTWARE. FINALFORMS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY FINALFORMS, ITS EMPLOYEES OR LICENSORS WILL CREATE A WARRANTY. FINALFORMS MAKES NO WARRANTY EXPRESSED OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY,

RELIABILITY OR USEFULNESS OF ANY FORM OR DATA THAT IT CONVERTS INTO ELECTRONIC FORMAT FOR CUSTOMER, OR THIRD PARTIES SUCH AS PARENTS OR STUDENTS, AT CUSTOMER'S REQUEST, PURSUANT TO THIS AGREEMENT

Foreign Language Translations. FinalForms may provide translations of data it receives from Customer into languages other than English, through a third-party external translation service, which is intended solely as a convenience to the non-English-reading public. Due to the inherent nuances of translating a foreign language, FinalForms cannot guarantee the accuracy, reliability, or performance of the third-party external translation service nor the limitations provided by this service, such as the inability to translate specific files or data. Therefore, FinalForms expressly disclaims liability for any direct, incidental, special, or consequential damages that may result from or relate to an inaccuracy in the translation of Customer data into a language other than English.

4. Termination

Either Party may give notice of termination of the Agreement at least thirty (30) days prior to the expiration of the original or renewed term, in which case the Agreement will terminate at the expiration of the term during which such notice is given. If Customer terminates this Agreement, all amounts due for use of the Software based on the number of students whose data has been converted into electronic format in accordance with this Agreement, and the Support Services ("Services") actually rendered prior to the termination of this Agreement-shall be immediately due and payable by Customer.

If a Party fails to perform or observe any material term or condition of this Agreement, and the failure continues un-remediated for seven (7) days after receipt of written notice of noncompliance, the other Party may terminate this Agreement, or, where the failure is a nonpayment by Customer of any charge when due, FinalForms may, at its option, terminate or suspend Services in accordance with Section 2 of this Agreement.

This Agreement may be terminated immediately upon written notice by FinalForms if it becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

5. Licenses

FinalForms hereby grants to Customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by FinalForms ("Software"), which may be furnished to Customer under this Agreement. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Software hereunder comply with this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Software. All Software furnished to Customer under this Agreement shall be used by Customer only for Customer's internal business purposes, and shall not be reproduced or copied in whole or in part.

6. Customer Data

Customer is the custodian of all data that it supplies to FinalForms, which is to be strictly held as confidential. FinalForms will not access, delete or alter Customer data within FinalForms or within any other software or application employed by Customer without the express consent of Customer.

Customer hereby consents to the use by FinalForms of Customer's name, logo, and other identifying information in marketing materials that contain a list of representative customers. FinalForms will grant Customer administrators access to the data for a minimum of seven (7) years after contract termination. Customer has the option to receive a backup of data prior to deletion, per Section 10 of this Agreement.

All right, title, and interest in and to the Software, and all copyrights, patents, trademarks, service marks, or other intellectual property or proprietary rights relating thereto, belong exclusively to FinalForms. Any modification to the

Software performed by Customer directly or indirectly extending the current capabilities shall be the property of FinalForms, and all copyrights and other rights are hereby assigned to FinalForms.

7. Limitation of Liability

As set forth below, under no circumstances will FinalForms, its executives, employees, or designees be liable for any indirect, incidental, special, or consequential, damages that result from Customer's use of or Customer's inability to use the Services, including but not limited to: loss of revenue or lost profits, or damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, theft, destruction, or unauthorized access to FinalForms' records, programs or services, even if such Party has been advised of the possibility of such damages. In the event of any breach by FinalForms of this Agreement, FinalForms' liability to Customer will not exceed the amount paid to FinalForms by Customer during the previous three (3) months.

No Infringement: FinalForms warrants the Software will not infringe any patents, trademarks, copyright, or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Customer shall notify FinalForms promptly in writing of any known action brought against Customer based on an allegation that Customer's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). FinalForms may agree to defend, indemnify, and hold Customer harmless from any such action at FinalForms' sole expense, provided that FinalForms shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Customer reasonably cooperates with FinalForms in such defense, negotiations and/or settlement.

8. Customer Responsibility

For purposes of Section 8 of this Agreement, "communications" shall mean all electronic correspondence generated or received by Customer and its employees and designees, excluding such correspondence between Customer and FinalForms, through the use of any Service provided by FinalForms to Customer under this Agreement.

Customer is solely responsible for the content of communications transmitted by Customer using the Services. Customer is solely responsible for the content of all documents, data, and student records FinalForms converts into electronic format and makes available to Customer online, at the request of Customer, and shall defend, indemnify, and hold harmless FinalForms from and against any liability and costs (including reasonable attorneys' fees) arising from FinalForms conversion of such documents, data, and student records into electronic format and making such documents, data, and student records into electronic format and making such documents, data, and student records into electronic format and making such documents, data, and student records available online.

Customer is not permitted to resell the Services.

To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data, or programs.

Customer is responsible for establishing designated points of contact to interface with FinalForms.

9. Confidential Information

Definition. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all Customer data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial, and product development plans, forecasts, strategies and information marked "Confidential," or if disclosed orally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized representative or designee of such disclosing party; or (iv) the receiving party is legally compelled to disclose, provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure, and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

Each Party agrees to use the other Party's Confidential Information solely for the purposes of carrying out its obligations under this Agreement, and to refrain from disclosing that Confidential Information to any third-party, unless and to the extent: (a) any disclosure is necessary or appropriate in connection with the performance of its obligations or exercise of its rights under this Agreement; (b) any disclosure is required by applicable law including public records law or open meetings law; provided that, if practicable, the party required to make such disclosure uses reasonable efforts to give the party to whom the relevant Confidential Information relates reasonable advance notice thereof (i.e., so as to afford that party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure) and the Confidential Information is only disclosed to the extent required by law; (c) any disclosure is made with the consent of the disclosing party; or (d) to employees, consultants or agents to whom disclosure is necessary to realize the benefit of this Agreement and who agree to be bound by the terms hereof.

FinalForms will disclose any breach of its security system affecting personal information, in accordance with the requirements of applicable law.

Nondisclosure. During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement. Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by Section 9 of this Agreement. Both Parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

10. Back-up of Data

FinalForms will deliver a full back-up of Customer Data in .BAK format in a CD by US priority mail, if Customer pays a charge of \$100 per back-up copy in advance of receiving the CD(s).

11. General Provisions and Force Majeure

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the Parties and shall be binding on the Parties. No modification, termination, or waiver of any provisions of this Agreement shall be binding upon a Party unless evidenced in writing signed by authorized representatives of the Parties. No provision of any purchase order or other document issued by Customer, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon FinalForms or effective for any purpose, unless expressly accepted by FinalForms in a signed writing by an authorized representative.

It is further expressly understood and agreed that, there being no expectations to the contrary between the Parties, no usage of trade or other regular practice or method of dealing, either within the computer software industry, FinalForms' industry, or between the Parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties.

(c) The Software shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by Customer without the prior written consent of FinalForms. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of FinalForms or Customer in exercising any right herein, and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by FinalForms or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party, or other causes beyond such Party's reasonable control (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, immediately terminate this Agreement as provided in Section 11 of this Agreement.

(h) At FinalForms' request, no more frequently than annually, Customer shall furnish FinalForms with a signed certification verifying that the Software is being used pursuant to the terms of this Agreement and listing the locations where the Software is being used.

(i) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and each of which together shall constitute a single instrument.

12. Signatures

Signature below by an authorized representative confirms a Party's consent to the terms and conditions of this Agreement.

CUSTOMER

FINALFORMS

Ву:	By:	
Position:	Position:	
Ву:		
Position:		
Date:	Date:	

FinalForms Agreement - Exhibit A

This Exhibit shall be attached to and made a part of the FinalForms Agreement between FinalForms and ("Customer").

The following definition shall apply to the FinalForms Agreement:

Support Services ("Services") – includes, but is not limited to: conversion of Customer-approved forms and data into electronic format; web hosting for online forms; data storage; provision of access to stored Customer data; access to electronic communication tools using online email system, manual notifications or automatic notifications; access to features that allow filtering, sorting, printing and emailing data; email and phone Customer support; online and in-person training.

PAYMENT OPTIONS AND PAYMENT PLANS

1. BUILD FEE

* Customer will be billed at the rate noted on the quote.

The Setup Fee covers the development of the FinalForms system, including customization, for Academics and/or Athletics and/or Staff. The total Setup Fee will be invoiced upon signing the Agreement and will be due within thirty (30) days of signing the Agreement.

2. ANNUAL FEES (per student)

* Customer will be billed at the rate noted on the quote.

Invoices are automatically sent on September 15th, December 15th, and April 15th, and shall be due within thirty (30) days of receipt of such invoice unless otherwise agreed upon, which is noted as:

Signatures

Signature below by an authorized representative confirms a Party's consent to the terms set forth above.

CUSTOMER	FINALFORMS
Ву:	Ву:
Position:	Position:
Ву:	
Position:	
Date:	Date:



THE KENTON COUNTY BOARD OF EDUCATION 1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017 TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531 WEBSITE: www.kenton.kyschools.us Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"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:

a) An account number, 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;

b) A Social Security number;

c) A taxpayer identification number that incorporates a Social Security number;

d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;

e) A passport number or other identification number issued by the United States government; or

f) 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 the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

• The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.

• With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.

• Pursuant to KRS 365.734, the vendor 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.

• Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.

• Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 et seq., and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 et seq.), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

BC Technologies Company DBA FinalForms

Vendor Name

45 Bell Street, Chagrin Falls, OH 44022

Vendor Address

513-800-8558

Vendor Telephone

accountspayable@finalforms.com

Vendor Email Address

Dave Baker

Signature by Vendor's Authorized Representative

Dave Baker

Print Name

2/23/2023

Date