

OK AS TO FORM  
A.M.H. 7.18.2023

**AMENDMENT TO DATA PRIVACY AGREEMENT**

THIS AMENDMENT TO DATA PRIVACY AGREEMENT (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and Paper Education America, Inc., with its principal place of business located 319 E. Warm Springs Road, Suite 100, Las Vegas, NC 89119 (hereinafter "Provider").

WHEREAS, The Parties have entered into a Data Privacy Agreement between JCPS and Contractor dated April 26, 2023, which provided for the sharing of data between JCPS and Contractor (the "Agreement"); and

WHEREAS, the Parties wish to amend the scope of services to add additional products which also requires the sharing of additional data fields;

THEREFORE, the Parties wish to amend the Agreement to alter the Description of Services.

This Amendment hereby amends Exhibit A to add the following item to the Description of Services: Paper Reading.

This Amendment hereby removes Exhibit B and replaces it with the attached Exhibit B.

All other provisions of the Agreement shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of August 16, 2023.

**Jefferson County Public Schools:**

By: \_\_\_\_\_  
Dr. Martin A. Pollio  
Superintendent

Date: \_\_\_\_\_

**Paper Education America Inc:**

DocuSigned by:  
Dave Zaragoza  
DF8B8A3AECB48C...  
By: \_\_\_\_\_  
Dave Zaragoza  
CFO

Date: 7/24/2023  
\_\_\_\_\_

**EXHIBIT "B"**

**SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check if Used by Your System</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>

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(REVISED)

	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>

Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language Learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Staff Data	First and Last Name	<input checked="" type="checkbox"/>
	Email Address	<input checked="" type="checkbox"/>
	Staff ID number	<input type="checkbox"/>
	Other information – Please specify	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>

Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program- student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>



	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application: - Voice Recording	<input checked="" type="checkbox"/>
None	No Confidential Data collected at this time. Provider will immediately notify JCPS if this designation is no longer applicable.	<input type="checkbox"/>

ATTACHED TO FORM  
A.M. H. 3.17.2023

STANDARD JEFFERSON COUNTY PUBLIC SCHOOLS DATA PRIVACY AGREEMENT

Version Date: 5.11.22

This Confidential Data Privacy Agreement (“DPA”) is entered into by and between:

THE BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY, a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (the “Board” or “Jefferson County Public Schools”) and

Paper Education America Inc., a corporation organized under the laws of Delaware with its principal place of business located at 319 E. Warm Springs Road Suite 100 Las Vegas, NV 89119 (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to the Board.

WHEREAS, the Provider and the Board recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and the Board desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, the Board and Provider agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Entire Agreement.** This DPA, together with the Service Agreement, 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 DPA. This DPA may not be amended or modified except in writing as provided below. This DPA is supplemented by the Board’s Procurement Regulations currently in effect (hereinafter “Regulations”) that are incorporated by reference into and made part of this DPA. In the event of a conflict between any provision of this DPA and the Regulations, the Regulations other than the provisions in Article VI, ss. 6.1.2, 6.4.2(a) and 6.4.2(c), and Article IX, s. 9.3 of the Regulations, shall prevail. For further clarity, Provider shall not be responsible for any indirect costs, the Services provided shall not be subject to change orders, and disputes shall be resolved in accordance with the terms of the Service Agreement. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
2. **Term.** This DPA shall be effective as of April 26, 2023 (the “Effective Date”) and shall continue for two (2) years, terminating on April 25, 2025, subject to earlier termination in accordance with the Board Approval Condition described in Article VI, Section 16.
3. **Services.** The services to be provided by Provider to the Board pursuant to this DPA are detailed in Exhibit “A” (the “Services”). Any compensation to be provided by the Board to Provider is also detailed in Exhibit “A” (the “Compensation”). Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to the Board are costs associated with the compiling of Confidential Data requested under this DPA and costs associated with the electronic delivery of Confidential DATA to Provider.

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4. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Confidential Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Board. Provider shall be under the direct control and supervision of the Board, with respect to its use of Confidential Data.
5. **Confidential Data to Be Provided.** In order to perform the Services described above, the Board shall provide Confidential Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
6. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

**ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Confidential Data Property of the Board.** All Confidential Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the Board. The Provider further acknowledges and agrees that all copies of such Confidential Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Confidential Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Confidential Data contemplated per the Service Agreement, shall remain the exclusive property of the Board. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the Board as it pertains to the use of Confidential Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the Board shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Confidential Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, if consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for the Board to respond to a parent or student, whichever is sooner) to the Board’s request for Confidential Data in a student’s records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Confidential Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Board, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the Board, transfer, or provide a mechanism for the Board to transfer, said Student-Generated Content to a separate account.
4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Confidential Data held by the Provider pursuant to the Services, the Provider shall notify the Board in advance of a compelled disclosure to the Requesting Party, unless legally prohibited from doing or lawfully directed by the Requesting Party not to inform the Board of the request.

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5. **Subprocessors.** Provider shall enter into written agreements or ensure it has written terms of service with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Confidential Data in a manner no less stringent than the terms of this DPA.
6. **Research and Program Evaluation.** For any project, involving data collection or research (e.g., program evaluation or monitoring activities), student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), the Board complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the Board's IRB and shall not begin before approval is secured from the IRB. If Provider wishes to collect Data specifically for program evaluation or research purposes, or if Provider wishes to use identifiable data for program evaluation or research purposes. Provider must apply for and obtain permission from the Board's IRB prior to beginning any research or evaluation related data collection.

**ARTICLE III: DUTIES OF THE BOARD**

1. **Provide Data in Compliance with Applicable Laws.** The Board shall provide Confidential Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the Board has a policy of disclosing Education Records and/or Confidential Data under FERPA (34 CFR § 99.31(a)(1)), the Board shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** The Board shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Confidential Data.
4. **Unauthorized Access Notification.** The Board shall notify Provider promptly of any known unauthorized access. The Board will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

**ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Confidential Data privacy and security, all as may be amended from time to time, 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. **Data Custodian.** For the purposes of this DPA and ensuring Provider's compliance with the terms of this DPA and all application of state and federal law, Provider designated Brian Blount, SVP Technology, or his designate as the data custodian ("Data Custodian") of the Confidential

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Data. The Board will release all data and information under this DPA to Data Custodian. Data Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this DPA, including confirmation of the return or destruction of data as described below. The Board may, upon request, review the records Provider is required to keep under this DPA.

3. **Authorized Use.** The Confidential Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA as/or as otherwise permitted by this DPA. Subject to the permissions of this DPA, Provider will not contact the individuals included in the data sets without obtaining advance written authorization from the Board.
4. **Provider Employee Obligation.** Provider shall require all of Provider's employees who have access to Confidential Data to comply with all applicable provisions of this DPA with respect to the Confidential Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Confidential Data pursuant to the Service Agreement.
5. **Insurance.** Provider shall maintain, during the term of this Agreement, a cyber-insurance liability policy, in the amount of \$5M. Upon request, 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

6. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Confidential Data or any portion thereof, including without limitation, user content or other nonpublic information and/or personally identifiable information contained in the Confidential Data other than as required by law or court order, except as pursuant to the terms of this DPA, or as described in the Service Agreement. If Provider becomes legally compelled to disclose any Confidential Data (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), then Provider shall use all reasonable efforts to provide the Board with prior notice before disclosure so that the Board may seek a protective order or other appropriate remedy to present the disclosure or to ensure the Board's compliance with the confidentiality requirements of federal or state law, where not prohibited by law. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Confidential Data to any third party.
7. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Confidential Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the Board or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive Learning

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purpose and for customized student Learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by the Board to return or destroy Confidential Data. . Prior to publishing any document that names the Board explicitly or indirectly, the Provider shall obtain the Board's prior written approval.

8. **Disposition of Data.** Upon written request from the Board, Provider shall dispose of or provide a mechanism for the Board to transfer Confidential Data obtained under the Service Agreement in a usable format, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the Board is received to return the data in a usable format, Provider shall dispose of all Confidential Data after providing the Board with reasonable prior notice. The duty to dispose of Confidential Data shall not extend to Confidential Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The JCPS may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the JCPS and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Confidential Data described in **Exhibit "D"**.
9. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Confidential Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Board. Notwithstanding the foregoing, this section does not prohibit Provider from using Confidential Data (i) for adaptive Learning or customized student Learning (including generating personalized Learning recommendations); or (ii) to make product recommendations to teachers or JCPS employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Data as permitted in this DPA and its accompanying exhibits; or (iv) to measure and enhance the Services.
10. **Liability.** Subject to the limitations of liability set forth in the Service Agreement, 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 Provider's intentional or negligent release of personally identifiable student, parent or staff data ("Claim" or "Claims"), and Provider agrees to hold harmless the Board and pay any costs incurred by the Board in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this DPA.

**ARTICLE V: DATA PROVISIONS**

1. **Data Storage.** Where required by applicable law, Confidential Data shall be stored within the United States. Upon request of the Board, Provider will provide a list of the locations where Confidential Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the Board with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the Board to audit the security and privacy measures that are in place to ensure protection of Confidential Data or any portion thereof as it pertains to the delivery of services to the JCPS . The Provider will cooperate reasonably with the Board and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or the Board, and shall provide reasonable access to the Provider's facilities (excluding third

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party cloud storage facilities), staff, agents (where permitted by their terms of service) and the Board's Confidential Data and all records pertaining to the Provider, the Board and delivery of Services to the Board. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Confidential Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the standards set forth in Exhibit "E". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "E". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who the Board may contact if there are any data security concerns or questions. Additionally, The Provider agrees to maintain a minimum security standard including but limited to the following precautions and protections:

- a) Encrypting all data, at rest and in transit;
- b) Maintaining multi-factor authentication on accounts that can access the network or email remotely, including 3rd party accounts;
- c) Securing access to any physical areas/electronic devices where sensitive data are stored;
- d) Establishing and enforcing well-defined data privilege rights which follow the rule of least privilege and restrict users' access to the data necessary for this to perform their job functions;
- e) Ensuring all staff and 3rd parties sign a nondisclosure statement, and maintaining copies of the signed statements;
- f) Installing end-point protection including but not limited to anti-malware and anti-spyware on any device connected to the network that has access to scoped data, when applicable

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Confidential Data that compromises the security, confidentiality or integrity of the Confidential Data maintained by the Provider the Provider shall provide notification to the Board within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - i. The name and contact information of the individual reporting a breach subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

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- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - i. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Confidential Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (1) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Data or any portion thereof, including personally identifiable information and agrees to provide the Board, upon request, with a summary of said written incident response plan.
- (2) The Board shall provide notice and facts surrounding the breach to the affected students, parents or guardians, or staff, as applicable.
- (3) In the event of a breach originating from the Board's use of the Service, Provider shall cooperate with the Board to the extent necessary to expeditiously secure Confidential Data.

**5. Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act.** If 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"), 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;



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- 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. Provider shall not re-disclose, without the written consent of JCPS or as permitted by this DPA or the Service Agreement, 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. Provider agrees to reasonably cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
  - e. Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

6. **Cloud Computing Service Providers.** If 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"), Provider agrees that:

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. 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."

Pursuant to KRS 365.734(2), 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.

Pursuant to KRS 365.734(2), Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734(3), Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).

For the purposes of this Article V, Section 6, the parties agree that Provider is not a cloud computing service provider as defined in KRS 365.734(1)(b).

**ARTICLE VI: MISCELLANEOUS**

1. **Termination.** Either party may terminate this DPA if the other party breaches any terms of this DPA, provided however, the breaching party shall have thirty (30) days to cure such breach and

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this DPA shall remain in force. The Board may terminate this DPA in whole or in part at any time by giving written notice to Provider of such termination and specifying the effective date thereof, at Least ninety (90) days before the specified effective date. In accordance with **Attachment A**, the Board shall compensate Provider for Services performed and the Board shall not be entitled to a refund.

2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of JCPS's Confidential Data pursuant to Article IV, section 8.
3. **Priority of Agreements.** This DPA shall govern the treatment of Confidential Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence.
4. **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.
5. **Disputes.** Any differences or disagreements arising between the Parties concerning the rights or liabilities under this DPA, or any modifying instrument entered into pursuant to this DPA, shall be resolved through the procedures set out in the Regulations as have been provided to Provider in writing, and may be appealed under the jurisdiction stipulated in this DPA.
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or certified mail, sent to the designated representatives below.

The designated representative for the Board for this DPA is:

Name: Dr. Terra Greenwell Title: Chief Academic Officer

Address: 3332 Newburg Road, Louisville, KY 40218

Phone: (502) 485-3011 Email: terra.greenwell@jefferson.kyschools.us

The designated representative for the Provider for this DPA is:

Name: Kenny Lee Title: Account Manager

Address: 319 E. Warm Springs Road Suite 100 Las Vegas, NV 89119

Phone: N/A Email: kenny.lee@paper.cowith a copy to: legal@paper.co

7. **Amendment and Waiver.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

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8. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
9. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR JEFFERSON COUNTY KENTUCKY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
10. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the Board no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Confidential Data within the Service Agreement. The Board has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
11. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Confidential Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Confidential Data and/or any portion thereof.
12. **Relationship of Parties.** The Board is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor the Board 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.
13. **Equal Opportunity.** During the performance of this DPA, Provider agrees that Provider 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 Compensation is paid from federal funds, this DPA 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 DPA as if set forth in full herein.

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- 14. **Prohibition on Conflicts of Interest.** It shall be a breach of this DPA for Provider to commit any act which is a violation of Article XI of the Regulations entitled "Ethics and Standards of Conduct," as provided to Provider in writing, 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.
- 15. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to Provider for the duration of this DPA and shall reveal any final determination of a violation by the Provider of the preceding KRS chapters.
- 16. **Access to School Grounds.** No employee or agent of Provider shall access the Board's school grounds on a regularly scheduled or continuing basis for purposes of providing services to students under this DPA, except for Provider's dedicated customer success managers provided they are supervised by the Board's personnel.
- 17. **Board Approval Condition.** Notwithstanding anything to the contrary, should the Board fail to approve of the Service Agreement and this Agreement, the Board shall so notify Provider and Provider shall destroy the Confidential Data in the manner described in this DPA within 30 days, and this agreement shall thereupon terminate effective upon such return or destruction. For clarity, no compensation shall be due and payable to Provider unless the Board approves of this DPA and the Service Agreement.


IN WITNESS WHEREOF, The Board and Provider execute this DPA as of the Effective Date above.

BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY

By:  Date: 3/25/22  
Printed Name: Dr. Marty Pollio  
Title/Position: Superintendent

**PENDING BOARD APPROVAL**

PAPER EDUCATION AMERICA INC.

By:  Date: 3/23/2023  
Printed Name: Dave Zaragoza  
Title/Position: CFO



## **EXHIBIT "A"**

### **DESCRIPTION OF SERVICES**

Provider shall provide software licenses and support for the following products at prices equal or below Provider's standard pricing rates for the products:

Paper shall provide access to Paper's platform hosted on a SaaS basis, ([app.paper.co](http://app.paper.co)), Paper IOS app, and the Paper Android app which provide schools with unlimited access to a variety of services through a device-agnostic, secure, Educational Support System (ESS). With Paper, students receive Unlimited 24/7 one-on-one tutoring for all subjects, delivered by a live educator through Paper's Classroom in both English, Mandarin Chinese, and Spanish. Each online educator is a Paper Employee who is trained in the Socratic teaching method and undergoes both a criminal background check prior to employment and rigorous content knowledge assessments.

Paper also provides students with the Paper Review Center, where students can upload any piece of written work and receive an annotated version of their work with detailed feedback within twenty-four hours.

Paper Math incorporates familiar gaming elements to help students approach math with a sense of confidence and curiosity.

Paper offers enrichment programming through Paper Live Archive that provides streaming content students know. Learners can choose from a broad range of educational shows that build their passion for STEM, financial literacy, health, and more.

All student activity on Paper is recorded, tracked, and made readily available to school teachers and administrators. This equips teachers with Transparent Insights on how their students are learning outside the classroom and helps educators personalize and adapt their instruction. Paper's Student Success team works closely with each and every partner school to understand the specific needs and goals at each site. Through professional development, student orientations, community events, and much more, Paper ensures that schools are excited, engaged, and ready to level the playing field for all students.

Included in the Services is a dedicated customer success manager and unlimited platform professional development and on-site dedicated support for administrators, teachers and students.

### **COMPENSATION**

Funds for purchase shall come from JCPS account code CA12170-0735-554GD. Total payments under this DPA shall not exceed \$1,970,000.00 per fiscal year, running from July 1 to June 30.

**EXHIBIT "B"**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>

	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>



Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language Learner Information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Staff Data	First and Last Name	<input type="checkbox"/>
	Email Address	<input checked="" type="checkbox"/>
	Staff ID number	<input type="checkbox"/>
	Other information – Please specify	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>

Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program- student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Confidential Data collected at this time. Provider will immediately notify JCPS if this designation is no longer applicable.	<input type="checkbox"/>

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**EXHIBIT "C"**  
**DEFINITIONS**

**Compensation:** Amounts to be paid to the Provider in exchange for software access and support. The maximum amount of Compensation that may be paid under this DPA is set forth in Attachment A. The Board is not obligated to pay the maximum Compensation amount solely by its inclusion in this DPA. Compensation owed is determined by the purchase orders submitted to Provider.

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with the Board to provide a service to the Board shall be considered an "operator" for the purposes of this section.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Confidential Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Regulations:** The Board Procurement Regulations, available on the JCPS website, as may be amended from time to time, a copy of which has been provided to Provider.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Confidential Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

*STANDARD JEFFERSON COUNTY PUBLIC SCHOOLS DATA PRIVACY AGREEMENT*

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**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Confidential Data:** Confidential Data includes any data, whether gathered by Provider or provided by the Board or its users, students, or students' parents/guardians, that in each case is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Confidential Data includes Meta Data. Confidential Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Confidential Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Confidential Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Confidential Data shall not include that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Board or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Confidential Data.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Confidential Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Confidential Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

STANDARD JEFFERSON COUNTY PUBLIC SCHOOLS DATA PRIVACY AGREEMENT

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**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

The Board of Education of Jefferson County Kentucky directs Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between The Board and Provider. The terms of the Disposition are set forth below:

**1. Extent of Disposition**

\_\_\_\_\_ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

**[Insert categories of data here]**

\_\_\_\_\_ Disposition is Complete. Disposition extends to all categories of data.

**2. Nature of Disposition**

\_\_\_\_\_ Disposition shall be by destruction or deletion of data.

\_\_\_\_\_ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

**[Insert or attach special instructions]**

**3. Schedule of Disposition**

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

\_\_\_\_\_ By **[Insert Date]**

**Signature**

\_\_\_\_\_  
Authorized Representative of the Board

\_\_\_\_\_  
Date

**Verification of Disposition of Data**

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
Date



**EXHIBIT "E"**

**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**

Provider will utilize one of the following known and credible cybersecurity frameworks which can protect digital learning ecosystems.

Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
X	American Institute of CPAs	SOC2
	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	The Board of Education of Jefferson County	Board provided standardized questionnaire

## Paper™ SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** is entered into by and between:

**Paper Education America Inc.**, a Delaware corporation having its mailing address P.O. Box 29502, Suite #64962, Las Vegas, Nevada 89126-9502 ("**Paper**"); and

**Jefferson County Public Schools** is an educational institution having its head office at Vanhoose Education Center 3332 Newburg Road Louisville KY, 40218. ("**Customer**").

(each a "**Party**" and collectively the "**Parties**")

### **RECITALS**

***WHEREAS***, Paper has developed an online chat-based platform to provide students access to educators in order to obtain tutoring in connection with their courses, the features of which are more fully set out on Paper's website located at [www.paper.co](http://www.paper.co) (the "**Platform**");

***WHEREAS***, Customer wishes to allow its students to access the Platform for their educational use in connection with the courses that they are taking in order to obtain tutoring from educators ("**Educators**"), as well as allowing teachers and administrators to access the Platform;

***WHEREAS***, Paper and Customer wish to set out the contractual terms pursuant to which access to students, teachers and administrators will be given to the Platform.

***WHEREAS***, the Parties executed the Data Processing Agreement, along with this Agreement (together, the "**Contract**");

### **THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:**

#### **1. Purpose and Scope of the Agreement**

The Contract contains the terms and conditions relating to the provision on a "software-as-a-service" basis or through a downloadable application of the Platform to students, teachers and administrators (each a "**User**") associated to the Customer. Customer acknowledges that in order to be granted access to the Platform, each User must agree to comply with the terms of service and that the failure to agree to such terms of service or non-compliance with such terms of services may result in the exclusion of the User from the Platform, as these terms of service may be modified from time to time. In the event a User is excluded due to a refusal to be bound by the terms of service or non-compliance to the terms of service, Customer shall not be entitled to reimbursement of any fees or other charges paid with respect to such User's access. It is

Customer's responsibility to ensure that any parental approval or other formality required by local laws and regulations required for purposes of contractually binding Users is complied with.

Unless specifically indicated otherwise, in case of a conflict between the respective terms of this Contract, the order of prevalence for resolving conflicts shall be (a) the Data Processing Agreement; and (b) this Service Agreement. The District represents and warrants that there is no further restrictive terms affecting the Services.

## **2. Operation of the Platform**

The Platform provides access to Educators using chat functionalities to allow students attending the Customer's institution to obtain tutoring in connection with the courses defined by the Parties. The Platform and Educators are available on a 24 hours / 7 days per week basis, subject to the limitations set out in the Service Levels defined in this Agreement. Customer acknowledges that Educators qualified to interact with students on all course topics may not be available at all times. Teachers and administrators have access to the Platform and are provided with means to assess interactions between students and Educators.

Students may access the Platform only for their educational use in connection with the courses for which they are registered at the Customer's institution. There are no limits to the number of interactions a student may have through the Platform, provided that these stay within reasonable bounds and do not become abusive.

In order to provide access to the Platform to Users, Customer must provide all necessary data set out in Appendix A of the Data Sharing Agreement, in the specified electronic format so as to allow Paper to configure all accounts.

The pricing set out in Schedule "A" is for the maximum number of students indicated in such Schedule. To the extent that Customer wishes to allow access to the Platform to a number of students that exceeds the number set out in Schedule "A", Customer will be offered the option to do so at the price per additional student set out in Schedule "A", subject to the minimum quantities detailed in such schedule. The fee per student access shall not be prorated regardless of the point at which during a contract year new accesses are granted to the Platform. Additional accesses granted during the term shall be confirmed through electronic communications or in writing by Paper.

## **3. Acceptable Use of the Platform**

Customer acknowledges that the following types of behaviour by Customer or its Users of the Platform are unacceptable:

- (a) Posting or transmitting material that infringes, misappropriates or violates another person's intellectual property rights;

- (b) Posting or transmitting material that violates any right of publicity, right of privacy or other similar rights;
- (c) Using the Platform for purposes of stalking, harassing, threatening, bullying or other similar behaviour;
- (d) Posting or transmitting material that is defamatory, sexual in nature (other than as justified in light of the course content), obscene, offensive or discriminatory;
- (e) Posting or transmitting any defamatory, pornographic, inaccurate, abusive, obscene, profane or offensive content.
- (f) Compromising the integrity or operation of the Platform or attempting to do so;
- (g) Tampering with, reverse-engineering, or hacking the Platform, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Platform, related systems, networks, or data;
- (h) Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to the Platform than a human could reasonably send in the same period of time by using a normal browser;
- (i) Making an unreasonable or abusive use of the access provided to the Platform;
- (j) Generating and sending unsolicited commercial communications, advertising chain letters or spam;
- (k) Uploading viruses, bots, worms, scripting exploits or other similar materials;
- (l) Posting or transmitting content that is intended to be inflammatory;
- (m) Using the Platform to recruit or solicit for employment or consulting Educators;
- (n) Otherwise engaging in behaviour that is illegal.

Paper will use reasonable efforts to monitor profiles, actions, comments, and general usage of the Platform and suspend privileges to any User or Educator not adhering to the policies of the Platform. Customer agrees to promptly report any alleged improprieties of any Users or Educators of which it becomes aware via electronic correspondence so as to enable Paper to investigate such alleged improprieties.

#### **4. Professional Development**

Paper agrees to provide or support professional development in order to promote the use of the Platform as further detailed in Schedule "A". Unless expressly provided in Schedule "A", all such services shall be provided remotely to Customer.

#### **5. Term of the Agreement**

The initial term of the Agreement shall be as specified in Schedule "A".

#### **6. Restrictions on Use of the Platform**

Customer agrees that it shall not itself or allow any User to: (a) sell, lease, license, sublicense, loan, encumber or otherwise transfer its right to use the Platform to a third party, in whole or in part, except as permitted under this Agreement; (b) make modifications, corrections, alterations,

enhancements or other additions to the Platform; (c) provide, disclose, divulge or make the Platform available to a third party by online services, remote dial-in or network or telecommunication links of any kind, other than as permitted in this Agreement; (d) circumvent the Platform's authentication or security access control systems or assist others to do so; and (e) disclose access credentials to unauthorized parties or fail to implement reasonable security measures to prevent such an occurrence.

## **7. Intellectual Property in the Platform**

Customer recognizes and agrees that all trade-marks, inventions (whether patentable or not), patent applications, patents, industrial designs, works protected by copyright, trade secrets, know-how or other intellectual property in or related to the Platform, including any suggestions that Customer or any User may make regarding the functionalities or other technical aspects (the "Platform Intellectual Property") are, as between the parties, the exclusive property of Paper. Upon the request of Paper, Customer shall provide any reasonable documentation required to confirm Paper's ownership in the Platform Intellectual Property. For clarity, Paper shall not own any content added to the Platform by Users or Customer, which content is licensed pursuant to the terms of this Agreement.

This Agreement does not grant Customer the right to access or obtain the source code of the Platform nor any programming documentation.

All rights, titles and interests that are not expressly addressed in this Agreement are expressly reserved by Paper.

## **8. Hosting of Platform**

Unless otherwise expressly set out in Schedule "A", the Platform and associated data will be hosted in facilities located in the United States.

## **9. Service Level**

Notwithstanding anything to the contrary in the Contract, the Platform shall be available 95% of the time, calculated on a monthly basis. The Software shall not be considered unavailable to Customer if Customer's inability to access or use the Platform arises due to problems with Customers' or Users' hardware or software, or due to problems with third-party telecommunication services or networks. Periods during which the Platform is unavailable due to a force majeure event or previously-scheduled maintenance shall not be counted as downtime for the purpose of this provision. Paper shall take commercially-reasonable measures to ensure that scheduled maintenance takes place between 7AM ET and 9AM ET and that Customer receives advanced notice of any such maintenance.

Notwithstanding the foregoing, Customer acknowledges that Paper may need to perform emergency maintenance, for example to install security updates, without notice and that no such interruption of access to the Platform shall be considered unavailability for the purpose of calculating the service level.

## **10. Technical Support**

Paper agrees to provide remote technical support to Customer via telephone, chat, email or other efficient communication method between 9AM ET and 5PM ET, Monday to Friday, except holidays as observed by Paper. The purpose of the remote assistance service is to attempt to identify and resolve functional problems in the Platform. Technical support shall be requested by Customer representatives, not by students.

Each communication received will be given a severity level by Paper according to the following guidelines:

- a) **Major Problem:** when the Platform is not operational or has suffered a major loss of capability resulting in the inability to use the Platform, or if a failure is so frequent that it precludes productive use of the Platform or when the Platform is operational but its capability is severely degraded, such as the inability to run a major application within the Platform, a critical product feature or function does not work, or a failure requires on-going intervention in order to maintain productive use;
- b) **Minor Problem:** when the Platform is operational and the problem does not result in a significant impact on the performance of the Platform,

Paper shall exercise all commercially reasonable efforts to meet the following response times:

- c) Major Problems will be acknowledged within 4 business hours and resolved within 3 business days; and
- d) Minor Problems will be acknowledged within 1 business days and resolved in a subsequent update.

Technical support services shall not include services: (a) in respect of User hardware and software problems; (b) in respect of education, installation, training or customization; (c) in respect of the use of the Platform in violation of this Agreement; (d) in respect of defects in or caused by third party software or hardware; (e) problems arising from network connectivity.

Paper shall not be responsible to correct any defect or other failure of performance of the Platform caused by the following: (a) use of the Platform that materially deviates from the documentation included in the Platform; (b) modification, customization, alteration or addition or attempted modification, customization, alteration or addition to the Platform; or (c) the abuse or misuse of the Platform.

Paper may update the Platform from time to time and shall make commercially reasonable efforts to advise the Customer in advance of all updates that materially affect the functionality of the Platform.

Paper shall be under no obligation to refrain from updating the Platform or delay in performing such updates.

## **11. Monetary Consideration**

In consideration for the access granted herein to the Platform, Customer shall pay Paper the fees set forth in Schedule "A". Unless otherwise provided in Schedule "A" or as otherwise set out herein, the fees are payable in advance within thirty (30) days for the beginning of the initial term and any renewal terms. Except as otherwise set out in Schedule "A", the fees may be increased by Paper by giving the Customer thirty (30) days' prior written notice at any point in time and will be applied at the following invoice to be issued to the Customer. Customer shall have the option of terminating the Agreement by providing written notice if it disagrees with the price increase set out in Provider's written notice, provided this is done no later than at the expiration of the notice period. Except as otherwise noted in Schedule "A" to this Agreement, in the event that Customer adds additional student access during the term, fees associated with such additional accesses shall be payable within thirty (30) days of the end of the term during which they are requested. Except as otherwise noted in Schedule "A" to this Agreement, additional accesses may be purchased only in a minimum quantity of ten (10) student accesses at a time. There are no limits on the number of administrator and teacher accesses to the Platform and no charge for such accesses.

Except to the extent that Schedule "A" expressly provides for a right to terminate for convenience, all amounts payable under this Agreement shall be non-refundable. Notwithstanding the foregoing, in the event of a permitted termination for convenience, Paper Education Company Inc. shall refund to Customer the unused portion of any prepaid fees on a proportional basis to the date of termination.

All payments shall be exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency. Customer shall be liable for payment of all such taxes, however designated, levied or based on Customer's or its Users' possession or use of the Platform including, federal, provincial, state or local sales taxes. Customer agrees that all amounts payable by Customer pursuant to this Agreement shall be paid without any deduction or withholding on account of any taxes, monetary transfer fees, or other charges or withholdings of any nature, except to the extent that the deduction or withholding of any tax is required by applicable law, in which event Customer shall (i) pay to Paper such additional amount as is necessary so that Paper receives, after such deduction or withholding (including any withholding with respect to this additional amount), an amount equal to the amount that Paper would have received if such deduction or withholding had not been made and (ii) deliver to Paper within thirty (30) days after the date of such payment an official receipt of the relevant taxing authority showing that Paper



paid to such taxing authority the full amount of the tax required to be deducted or withheld. Paper shall take reasonable administrative actions, if possible, to lawfully mitigate or to help recover on behalf of Customer any withholding taxes, if and only if none of the foregoing actions would operate to prejudice Provider with respect to its tax liability or otherwise.

All prices are expressed in United States Dollars.

## **12. Confidentiality**

Except as may be expressly provided by this Contract or applicable laws, the Parties acknowledge that Content contributed by Users to the Platform is not confidential as the functionality of the Platform are based on student interactions being visible in whole or in part to administrators and teachers. Except as otherwise provided by this Agreement, Paper shall not use the Content contributed by Users other than for purposes of operating the Platform for the Customer and its Users' benefit. Paper may however compile and use aggregated data (which for clarity shall not include any personally identifiable information) pertaining to the Platform derived from multiple educational institutions for purposes of (i) further developing the Platform or related products or services; (ii) compiling and disseminating data regarding the use and content of the Platform as well as the courses for which tutoring is offered on the Platform. Personally Identifiable Information provided to Paper by Customer or Users shall be treated as confidential information and is subject to Paper's privacy policy available at <https://paper.co/privacy-policy-services> and incorporated herein by reference, which may be updated from time to time by Paper by posting updates on its website. The contractual terms of this Agreement constitutes confidential information of Paper.

During the performance of this Agreement, one Party (the "Disclosing Party") may authorize the other Party (the "Receiving Party") to access or host confidential information (hereinafter the "Confidential Information"). Subject to the other terms of this Agreement, Confidential Information shall include, without limitation, personally identifiable information, log-in credentials, contracts, technical or financial information, databases, trade secrets and know-how. Confidential Information shall not include information that (i) is or will become public other than as a result of a breach of this Agreement or (ii) was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party, as evidenced by written documents.

The Receiving Party shall preserve the confidentiality of any Confidential Information, and shall refrain from using or disclosing the same for any purpose not previously approved in writing by the Disclosing Party or otherwise provided in this Agreement. However, the Receiving Party may disclose Confidential Information in cases where (i) the information is made public through no fault of or contribution by the Receiving Party; (ii) the information was made available to the Receiving Party by a third party that was legally in possession thereof and was free to disclose same; (iii) the information was independently acquired by third parties without access to or knowledge of the Confidential Information; or (iv) this disclosure was required by law or a court order, provided that the Receiving Party gives the Disclosing Party enough advance warning of



this requirement so as to give the latter enough time to adopt whatever measures may be needed to avoid or limit the disclosure.

Upon request or upon termination of this Agreement, the Receiving Party shall immediately return or, at the option of the Disclosing Party, destroy the Confidential Information. Moreover, at the request of the Disclosing Party, the Receiving Party agrees to certify, by means of an affidavit, that all of the Confidential Information has been returned or destroyed, as the case may be. However, Paper may retain an archival copy of all confidential information disclosed to it, to the extent required by law, regulation, or court order, or to comply with accounting principles.

### **13. Termination**

The termination rights shall be found in the Contract. If the Data Processing Agreement is terminated in whole for any reason this Agreement shall also be terminated.

All rights to access and use the Platform expire when this Agreement is terminated, regardless of the reason for termination, and no right of use or other such right to access the Platform shall subsist for Customer and all Users.

### **14. Responsibility for Content and Disclaimer of Representations, Warranties, Conditions**

Customer and its Users are solely responsible for any content, messages, photos, videos, reviews or profiles (collectively, "Content") that are published or displayed (hereinafter, "post") on the Platform, or transmitted to other users of the Platform. Customer and Users shall not post any Content that is unacceptable pursuant to the terms of this Agreement. Customer understands and agrees that Paper may choose to review and delete any Content, in each case in whole or in part, that in the sole judgment of Paper violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Platform. Customer and its Users grant complete access to institutions affiliated to Customer to review, record and process any Content that has been provided on the Platform. Institutions affiliated to Customer who have been granted access to their student's conversations agree that any information transmitted by Users and Educators shall not be shared with individuals outside of their Institution. By posting Content to any public or member area of the Platform, Customer and its Users automatically grant to Paper its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, make available, distribute, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. Such license may be used by Customer subject to the restrictions and limitations provided by this Agreement. Customer further represents and warrants that public posting and use of User Content by Paper will not infringe or violate the rights of any third party.

Use of the Platform, including but not limited to the Content posted on the Platform, must be in accordance with any and all applicable laws and regulations. Opinions, advice, statements, offers,

or other information or content made available on the Platform or through the Platform, but not directly by Paper, are those of their respective authors. Such authors are solely responsible for such content. Paper does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Platform or available through the Platform, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statements made by any party that appears on the Platform or through the Platform. Under no circumstances will Paper or its affiliates be responsible for any loss or damage resulting from: a) reliance on information or other content posted on the Platform or transmitted to or by any User; or b) reviews or comments made about any User on the Platform by other Users.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, Paper PROVIDES THE PLATFORM AND ANY AND ALL ASSOCIATED SERVICES ON AN "AS IS" BASIS AND GRANTS NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR THE PLATFORM (INCLUDING ALL INFORMATION CONTAINED THEREIN), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. PAPER DOES NOT WARRANT THAT YOUR USE OF THE PLATFORM WILL BE SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET CUSTOMER OR USER REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. PAPER DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, THE CONNECTIVITY AND AVAILABILITY OF THE SERVICES. IN ADDITION AND WITHOUT LIMITING THE FOREGOING, PAPER MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY MEMBER OF THE PLATFORM TO PROVIDE SERVICES AS AN EDUCATOR OR TO SECURE THE SERVICES OF AN EDUCATOR, INCLUDING, WITHOUT LIMITATION, PARTICIPANTS IN ANY THIRD PARTY VERIFICATION SERVICE OFFERED ON THE PLATFORM. PAPER DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE PLATFORM, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN PAPER UNDER NO CIRCUMSTANCES WILL PAPER BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICES, OR TRANSMITTED TO OR BY ANY USERS.

#### **15. Limitation of Liability**

Notwithstanding anything to the contrary, and to the maximum extent permitted under applicable laws, In no event will Paper or its Affiliates, be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Platform, including without limitation damages related to any information received from the Platform, removal of Content from the Platform, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Platform, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Paper or its Affiliates, or representatives thereof, are advised

of the possibility of such damages, losses or expenses. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL PAPER'S OR ITS AFFILIATES' AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE PLATFORM, EXCEED THE PRICE PAID BY THE CUSTOMER FOR THE INITIAL TERM of this Agreement as defined in Schedule A.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PAPER OR ITS AFFILIATES, BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE PLATFORM, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM INTERACTIONS WITH OTHER MEMBERS OF THE PLATFORM, WHETHER ONLINE OR OFFLINE.

In addition to the preceding paragraphs of this section and other provisions of this Agreement, any advice that may be posted on the Platform is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Paper makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Platform.

#### **16. Links to External Sites**

Links from the Platform to external sites (including external sites that are framed by Paper) do not constitute an endorsement by Paper of such sites or the content, products, and other materials presented on such sites or of the products and services that are the subject, but are for users' reference and convenience. Customer and its Users' access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Paper does not control such sites, and is not responsible for their content. Just because Paper has hyperlinks to such sites does not mean that Paper endorses any of the material on such sites, or has any association with their operators. Customer further acknowledges that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Paper's terms of use and privacy policy. Paper expressly disclaims any liability derived from the use and/or viewing of links that may appear on the Platform. Customer hereby agrees to hold Paper harmless from any liability that may result from the use of links that may appear on the Platform.

#### **17. Compliance with Privacy Legislation**

Paper requires Customer to obtain all necessary consents for the online collection, processing and transfer of information of students through the Platform, including without limitation any consent required by applicable laws for children under the age of 13. Customer should refrain from taking

steps to register students for the Platform unless all required consents have been obtained. Customer must ensure that parents have access to the Paper privacy policy and terms of use. Paper will not knowingly collect any information from children under 13, except to the extent permitted by applicable laws. Should Paper determine that all required consents have not been obtained for particular students, it shall be entitled to immediately terminate access to the Platform for such students.

#### **18. Third Party Verification Service**

Paper relies on a third-party verification service to verify information such as, but not limited to, name, address, social insurance number, and criminal background of Educators. Customer does hereby represent, understand and expressly agree that Paper is a conduit for the third-party verification service and does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party verification service.

#### **19. Indemnification**

To the extent allowable by law and subject to the limitations set forth herein, each party agrees to indemnify and save harmless each other party from and against any and all losses, liabilities, expenses (including, without limitation, reasonable fees and disbursements of counsel), claims, liens, damages or other obligations whatsoever (collectively, "Claims") that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of their respective representations or the breach of any of their respective warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered pursuant to this Agreement; provided, however, that no claim for indemnity may be made hereunder if the facts giving rise to such Claim were in writing and known to the party seeking indemnification hereunder, such facts constituted a breach of the conditions to closing of the party seeking indemnification and the party seeking indemnification elected in any event to consummate the transactions contemplated by this Agreement. In addition, to the extent that applicable insurance coverage is available and paid to the party seeking indemnification hereunder with respect to the Claim for which indemnification is being sought, such amounts of insurance actually paid shall be deducted from the amount of the Claim for which indemnification may be sought hereunder and the indemnified party may recover only the amount of the loss actually suffered by the party to be indemnified. To the extent that such insurance payment is received subsequent to payment by the indemnifying party hereunder, the indemnified party shall reimburse the indemnifying party, up to the amount previously paid by the indemnifying party, for the amount of such insurance payment.

#### **20. Miscellaneous**

Nothing in this Contract shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the

other, except as provided for herein or authorized in writing by the party to be bound. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

Customer shall not sell, transfer or assign any right, title or interest it has in or pursuant to this Agreement, without the prior written consent of Paper. Any assignment not in accordance with this provision shall be void. Paper may, upon notice to Customer, sell, transfer or assign any right, title or interest it has in this Agreement, if such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business; or (b) is made to one of its affiliates.

This Contract shall constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the Parties' authorized representatives.

**21. Jurisdiction and Choice of Law**

The jurisdiction and choice of law are those set forth in the Data Processing Addendum.

**IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.**

**Jefferson County Public Schools**

**Paper Education America Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A  
CUSTOMER-SPECIFIC PARAMETERS**

1. *Initial Term of the Agreement*  
**March 9, 2023 to March 8, 2025 (24 months)**
  
2. *Student Access Included in the Scope of the Agreement*  
**Unlimited Access for 75,000 Jefferson County Public Schools students**
  
3. *Fees and Payments*  
**The fees payable will be \$26.27 USD per student per year, for a total of \$3,940,000.00 for the 24 month term, subject to the Special Terms below.**
  
4. *Fees Payable for Additional Student Accesses*  
**Students may be added at a rate of \$26.27 USD per student per year.**
  
5. *Data to be Provided by Customer to Activate Accesses to the Platform*  
**The customer must provide a user's first name and last name, email address, grade, and any relevant class rostering information.**
  
6. *Details of Professional Development*  
**Paper will execute professional development. Paper will provide customer support and training throughout the year to Jefferson County Public Schools and its stakeholders.**
  
7. *Special Terms*  
**Board Approval Condition. Notwithstanding anything to the contrary, should the Board fail to approve of this Service Agreement and the DPA, the Customer shall so notify Paper and this agreement shall thereupon terminate effective upon such notice. For clarity, no compensation shall be due and payable to Paper unless the Board approves of this Service Agreement and the DPA. Should the Board approve of the Service Agreement, Paper shall invoice Customer promptly.**





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2023

**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 POLICIES 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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
CN138339763-GLPLC-22-23	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Paper Education America Inc. 1223 Wilshire Blvd Santa Monica, CA 90403	<b>NAIC #</b> INSURER A : The Travelers Indemnity Company of Connecticut 25682 INSURER B : Steadfast Insurance Company 26387 INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____

**COVERAGES** **CERTIFICATE NUMBER:** CHI-010215378-03 **REVISION NUMBER:** 6

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			H-660-3T548291-TCT-22	04/11/2022	04/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>PROFESSIONAL LIABILITY</b>			EOC 9580269 - 00	03/25/2022	04/11/2023	Limit 5,000,000 SIR 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Board of Education of Jefferson County is included as additional insured where required by written contract with respect to General Liability.

<b>CERTIFICATE HOLDER</b> Board of Education of Jefferson County 3332 Newburg Road Louisville, KY 40218	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA Inc.</i></p>
------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



AGENCY CUSTOMER ID: CN138339763

LOC #: Chicago



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Paper Education America Inc. 1223 Wilshire Blvd Santa Monica, CA 90403	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Cyber  
Carrier: Steadfast Insurance Company  
Policy Number: EOC 9580269 - 00  
Effective Date: 03/25/2022  
Expiration Date: 04/11/2023  
Limit: \$5,000,000  
SIR: \$100,000