

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII F **DATE:** September 18, 2023

TOPIC/TITLE: Contracts

PRESENTER: Danny Adkins

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
 - ACTION REQUESTED AT THIS MEETING
 - ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
 - ACTION REQUESTED AT FUTURE MEETING: (DATE)
 - BOARD REVIEW REQUIRED BY
-
- STATE OR FEDERAL LAW OR REGULATION
 - BOARD OF EDUCATION POLICY
 - OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: Campbellsville University Student Teacher Contract; YellowFolder Contract.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: Recommended Not Recommended

Danny Adkins Jr.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** September 7, 2023

TOPIC/TITLE: YellowFolder Contract for Services

PRESENTER: Josh Rayburn

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

The Board of Education is required to approve all contracts.

SUMMARY OF MAJOR ELEMENTS:

YellowFolder is part of our district's technology plan. These services will be adding storage for Special Education records and Administrative Records. This solution will help uphold a high level of security with district documents related to students and personnel.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: **Recommended** **Not Recommended**



PROPOSAL FOR SERVICES

Intellinetics, Inc., an Ohio corporation doing business as YellowFolder (“YellowFolder”) is pleased to issue this proposal of service to the customer listed below (Proposal). YellowFolder proposes to provide the services described in the sections below. This Proposal is provided for discussion purposes only and shall not be a binding agreement upon YellowFolder until signed by YellowFolder in the space indicated below. Notwithstanding this non-binding nature, the prices and services described in this Proposal shall expire 30 days from the date indicated below (Created Date).

Customer Information

Account Name	Woodford County-KY-AR	Created Date	08 / 04 / 2023
Deal Name	Woodford-KY-AR-Online Access-2023-0804	Billing Frequency	Annually
Type	Online Access	Annual Service Month	August
Quote Number	Quote 2021366		

Name	Price	Discount	QTY	Subtotal
One-Time Fees				
One-time Set Up and Implementation Fee <small>Initial set up of the YellowFolder electronic records management system</small>	\$2,990.00	\$0.00	1	\$2,990.00
Recurring Fees				
Record Series Minimum - District Level <small>Minimum cost for a school to have unlimited access to a record series maintained on the YellowFolder system</small>	\$450.00	-\$270.00	12	\$5,130.00

Proposed Billing Terms

Billing Terms: One-Time Fees are due upon signing the Proposal.

One-Time Fees (Total) **\$ 2,990.00**

Annually Recurring On-Line Access Fees **\$ 5,130.00**

THIS PROPOSAL IS NOT AN INVOICE. Following signature of this Proposal by both parties, Yellowfolder will issue invoices to customer with respect to the services described herein.

THIS PROPOSAL DOES NOT ADDRESS APPLICABLE TAXES. ALL APPLICABLE TAXES WILL BE ADDED TO ANY INVOICES RESULTING FROM THIS PROPOSAL. YellowFolder will not exceed the quantities listed above when providing services pursuant to this Proposal. If actual quantities of required services exceed the numbers listed in this Proposal, YellowFolder (as applicable) will issue another Proposal for such quantities and services.

Explanation of Services

The services listed in "Proposed Services" above are described in greater detail below. Please note, you will not receive all of the services listed below. Also note, these descriptions are not complete descriptions of such services. For a full description of such services, please see Service Procedures on our website at www.yellowfolder.com.

Basic YellowFolder System Setup -- YellowFolder will perform the basic set up services required to establish the customer's digitized Records on the YellowFolder ERM system. Absent other implementation services, YellowFolder will provide a two-hour web-based training session and on-going web-based support.

Paperless Nation Remote Training & Process Improvement -- YellowFolder will provide a dedicated Paperless Nation Engineer (PNE) who will provide the customer with remote training and process improvement during the implementation, as well as unlimited telephonic support & user group participation.

Standard On-Line Access of Records (per Record) -- YellowFolder will store the customer's digitized Records on the YellowFolder ERM system using a secure, customer-specific platform and customer-customized file tree as established pursuant to the FAARP. YellowFolder will provide each of the customer's staff (upon customer's request) with a unique username and password to access the YellowFolder ERM system, will applicable file uploading rights (as assigned by the customer).

Digital Back-Up Copy of YellowFolder Records -- YellowFolder can provide a digital back-up copy of all of customers records held on the YellowFolder ERM system, delivered via either an electronic transfer, USB flash drive, or external hard drive (depending on size). Additional fees may apply.

Consulting Services/Professional Services (\$85 per hour) -- YellowFolder will provide professional consultation or other services to the customer, as requested, including without limitation, services to convert a customer's existing digital records to the YellowFolder ERM system.

Digital Records Estimate -- YellowFolder will remotely review the customer's existing digital records and provide the customer with a "not to exceed" proposal for the uploading of these existing digital records onto the YellowFolder ERM system.

Premium Support Services -- YellowFolder Premium Support Services offer the following benefits: unlimited telephone support, live remote support, online knowledge base, patches and service packs, product documentation, new software releases, priority support and routing, 3 bulk uploads per year and proactive account reviews.

Explanation of Payment Terms

The following provides an explanation for each of the fees listed in the "Proposed Payment Terms" listed above.

One-Time Fees (Initial Processing & Implementation Services) -- The One-Time Fees are charged to digitize the customer's existing records and to set-up the customer's YellowFolder ERM system. YellowFolder issues an invoice for these fees immediately following signature of the Proposal.

Monthly Fees (Recurring Services) -- The Record Center Monthly Fees and Cloud Services Monthly Fees are recurring charges incurred for the ongoing-storage of the customer's records and/or services provided by YellowFolder. YellowFolder issues invoices for these services on a recurring basis as long as the customer continues utilizing YellowFolder services. YellowFolder issues invoices for these services one month prior to the beginning of the applicable annual service period.

Initial Invoices for Recurring Services -- YellowFolder will issue an initial invoice for the recurring services (Record Center Monthly Fees and Cloud Services Monthly Fees) immediately following signature of the Proposal. Typically, YellowFolder will invoice customer for the first 12 months of services on the initial invoice. However, if the customer has prior services with YellowFolder, the first invoice will be for a "stub period" to tie such invoices to the customer's Annual Service Month (see "Customer Information" above). For instance, if a Proposal is signed on March 1st and the customer has an Annual Service Month of November, the initial recurring service invoice will include fees for the initial 8 months (March -- October). Thereafter, the customer will receive an invoice for annual services one month prior to the Annual Service Month (November).



Buying Cooperatives and Pre-Approved Pricing

YellowFolder is a BuyBoard Vendor. All of the pricing included in the "Proposed Services" and "Proposed Payment Terms" sections above, has been approved pursuant to YellowFolder's relationship with BuyBoard.



Customer Contact Information

Buying Champion	Email Address
Use Champion	Email Address
2nd Use Champion	Email Address
IT Champion	Email Address

Agreement to Proposal

Upon signature by the customer and YellowFolder in the spaces provided below, this Proposal shall be a binding agreement between the parties hereto and shall become an attachment to the Software and Services Agreement entered into upon acceptance of terms during initial use of the YellowFolder software by and between such customer and YellowFolder (the "Software and Services Agreement"). The terms of the Software and Services Agreement shall govern the provision of the services described in this Proposal.

CUSTOMER

INTELLINETICS, INC. doing business as YELLOWFOLDER

Signature

Signature

Tessa Tyler

Name

Shane Smith

Name

Tessa Tyler, M.Ed.

Title

Title

Chief Education Officer & VP of School Relationships

Date

Date

09 / 05 / 2023



Exhibit A

Software & Services Agreement

By accepting the terms and conditions of this Software & Services Agreement (the "Agreement") with Intellinetics, Inc., an Ohio corporation doing business as YellowFolder ("YellowFolder"), the undersigned school ("School") is hereby granted access to the Software (defined below) and Services (defined below), subject to strict compliance with the terms of use and payment contained herein. The "Parties" shall be defined herein as YellowFolder and the School.

1. **Services.** YellowFolder shall (a) provide the School with access to YellowFolder's Internet site and related software (the "Software") (b) establish a separate account for the School on YellowFolder's servers for the purpose of storing, managing and accessing the School's selected records (the "School Records") on such servers, and (c) provide the School with ancillary services related to such access, storage and management of the School Records (together, the "Services").
 1. **Generally.** The Services include: (a) providing the School with unlimited storage of documents on the Software for the record series specified in the most recent invoice submitted by YellowFolder or the proposal or offer executed by the Parties; (b) user name-controlled access for each staff member of the School (as requested by the School); (c) reasonable access to YellowFolder's Paperless Nation Education training and business process improvement services during YellowFolder business hours; and (d) reasonable access to YellowFolder's help desk and technical support services during YellowFolder business hours.
 2. **Updates.** YellowFolder, at its discretion, may update the Services from time to time, including future upgrades or updates to the Software. Such updates, if any, may not necessarily include all existing Service or software features. If the School determines that any such changes in the Services materially reduces functionality, the School may provide notice to YellowFolder within thirty (30) days of such Service change to terminate the Agreement. The terms of this Agreement shall govern any software upgrades or updates provided by YellowFolder that replace and/or supplement the original Software, unless such upgrade or update is accompanied by a separate agreement, in which case the terms of that agreement shall govern.
 3. **Internet Access & Equipment.** The School acknowledges and agrees that access to the Services requires Internet signal transmission and that the School and/or its end users shall be responsible for ordering, maintaining and paying for such signal transmission installation and services, and that the costs of such services are not the responsibility of YellowFolder. The School acknowledges and agrees that signals are transmitted over third-party telephone and utility lines, which are wholly beyond the control and jurisdiction of YellowFolder. The School is solely responsible for providing its own equipment and software to allow its staff to access the Software and upload documents to the Software, and shall be responsible for assuring that such equipment meets the minimum capability specified by YellowFolder.
 4. **Third-Party Software.** As a part of the Services, YellowFolder may provide certain connectivity to third-party software currently licensed by the School for the purpose of allowing the School to upload documents to the YellowFolder system directly from such third-party software, and/or allowing the School to update the YellowFolder system with data from such third-party software. To the extent that the Software contains or provides access to any third-party software or services, YellowFolder has no express or implied obligation to provide any technical or other support for such software or services. YellowFolder makes no express or implied representation that such third-party has, will, or will continue to allow such connectivity with the Software, and YellowFolder has not obligation or responsibility to provide such continuing connectivity if such third-party takes any action to prohibit such connectivity.
 5. **OCR Limits.** YellowFolder may process each uploaded image through a computerized Optical Character Recognition (OCR) process whereby each character image in the text of the underlying digital image is analyzed and translated into ASCII character codes commonly used in data processing. **The OCR process shall not identify poor quality images or handwritten characters, and thus data contained in poor quality images and handwritten characters may not be searchable in the Software, and YellowFolder shall have no responsibility to create a searchable database of such poor quality images or handwritten text.** The OCR process may not identify every character from the digital image or it may misidentify characters. The search capability of the Software is compromised by each such failure and misidentification. YellowFolder shall have no responsibility for limitations in the searchability of data incidental to the limitations inherent in the OCR process.
 6. **Meta-Tags.** The Software provides the functionality for the automatic detection and application of meta-tags via the OCR process for each digital image, thereby enhancing the searchability of the underlying digital image. Such meta-tagging requires the School to provide YellowFolder with regularly-updated electronic files from its existing student and employee databases, as applicable. The School is solely responsible for providing YellowFolder with access to the requested databases in the format requested by YellowFolder. If the School does not supply such access, the Software shall have limited or no meta-tagging functionality. The Software does not have meta-tagging capabilities with respect to the "administrative records" module.



7. **Acts of God.** YellowFolder shall not be liable for failure to perform its obligations under this Agreement or for interruption of Services due to fires, water damage (natural or otherwise), natural disasters (all of the foregoing, "Acts of God"), labor shortages, governmental acts, power failures, insurrection, interruption or unavailability of telephone or internet service, or for any other cause beyond the control of YellowFolder. YellowFolder shall not be required to supply Services for School while any such interruption continues.
 8. **Insurance.** During the Term, YellowFolder agrees to maintain insurance policies in an amount not less than the minimums required by applicable state laws for providers of information technology services to school districts within the state where the School is located ("School State").
2. **License.** YellowFolder grants to the School, during the Term, a non-exclusive, limited use license to the Software. This license is non-transferable, irrevocable (except as set forth in Section 6), limited and non-sub licensable.
 1. **Limited Rights.** The School shall not decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or allow unauthorized access to all or any portion of the Software. The School acknowledges that it has received and hereby agrees to adhere to any terms and conditions of any licenses required by YellowFolder or any of its subcontractors related to the use of the Software. The School further agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity.
 2. **Unique Users.** This license shall include a unique user access for up to each staff member of the School, as requested by School. The School shall be responsible for maintaining the confidentiality of usernames and passwords provided by YellowFolder to its staff members.
 3. **Internal Management & Administration.** The School shall specify one or more staff members to serve as an "administrator" of the School's Services account. The administrator(s) shall be solely responsible for maintaining the internal management of the School's Services account, including (a) instructing YellowFolder to issue new unique user access to staff members, (b) maintaining the School's user profiles and privacy settings, and (c) maintaining the School's document retention schedules. YellowFolder's responsibilities do not extend to the internal management or administration of the Services on the School's account.
 4. **Third-Party Rights.** If YellowFolder believes the Services or Software infringe or may be alleged to infringe a third-party's intellectual property rights, then YellowFolder may: (a) obtain the right for the School, at YellowFolder's expense, to continue using the Services or Software; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services or Software so that they no longer infringe. If YellowFolder does not believe the options described in this section are commercially viable, then YellowFolder may suspend or terminate the School's use of the affected Services or Software, with a pro-rata refund of prepaid fees for the Services or Software.
 3. **School Data.** The School may provide YellowFolder with data such as student and employee rosters and databases as well as settings and preferences related to the School's account in connection with the provision of the Services. This data, together with the Student Records, shall be referred to herein as the "School Data".
 1. **Ownership.** The School shall retain ownership of all School Data and shall have the right to export the School Data via the Software at any time throughout the Term (defined below). YellowFolder may offer services at an additional fee for the bulk export of such School Data, upon the request of the School.
 2. **Responsibility.** The School is solely responsible for the completeness and accuracy of the School Data. The Services provide automated technology to assist in the organization and placement of the School Data on the Software; however, the School acknowledges and agrees that these techniques are not to be relied upon solely, and the School maintains the ability and responsibility to move and organize School Data. As such, the School acknowledges that it is solely responsible for the placement and organization of the School Data on the Software. The School represents that it owns all rights in, or has authorization or is otherwise legally permitted to, upload any content uploaded to the YellowFolder servers via the Software, and that such content does not violate any state or federal laws. The School represents that YellowFolder shall have limited access and rights to the School Data for the purpose of providing the Services.
 3. **Confidentiality.** YellowFolder agrees not to use or disclose any of the School Data without the prior written consent of the School; provided, however, that YellowFolder may disclose any School Data as required by law or court order. YellowFolder shall provide School with prompt written notice of such a disclosure requirement so that the School may seek, at its sole cost and expense, a protective order or other remedy; and reasonable assistance, at the School's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
 4. **Security.** YellowFolder acknowledges that the School Data may contain sensitive and private information that may be regulated by laws or regulations governing the retention and disposal of information, including, without limitation, those commonly known as "FERPA", "FACTA", "GLBA", "HIPAA" and "HITECH" or similar state and federal laws (collectively, "Privacy Laws"). YellowFolder shall use industry standard technical and organizational security measures to transfer, store,



and process the School Data, and shall use reasonable business efforts to comply with applicable Privacy Laws in providing the Services. These measures are designed to protect the integrity of the School Data and guard against the unauthorized or unlawful access to, use, and processing of the School Data.

1. **Data Security Incident.** In the event that YellowFolder becomes aware that the security of any School Data has been compromised, or that any School Data has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (a "Data Security Incident"), YellowFolder shall: (i) promptly (upon becoming aware of such Data Security Incident), notify the School in writing of the occurrence of such Data Security Incident; (ii) investigate such Data Security Incident and conduct a reasonable analysis of the cause(s) of such Data Security Incident; (iii) provide periodic updates of any ongoing investigation to the School; and (iv) cooperate with the School's reasonable investigation or efforts to comply with any regulatory requirements applicable to such Data Security Incident.
 2. **Security Emergency.** A Security Emergency is any use of the Services that do or could disrupt the Services, other the Schools' use of the Services, or the infrastructure used to provide the Services; or (ii) unauthorized third-party access to the Services. Notwithstanding anything in this Agreement, if there is a Security Emergency YellowFolder may suspend use of the Services; provided that YellowFolder shall make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency.
5. **Payment Terms.**
1. **Fees.** The School agrees to pay YellowFolder the fees specified for access to the YellowFolder system on the proposal or offer executed by the Parties (the "Fees"). YellowFolder invoices Fees on a payment interval (annual or monthly) specified on the invoice or in the proposal or offer executed by the Parties (the "Service Period"), one month in advance. If a proposal specifies annual billing and is signed on a month other than the month of service initiation, the School agrees to pay for the prorated portion of the initial service year as specified on the proposal. All Fees are non-refundable except as required by law or as otherwise specifically permitted in this Agreement.
 2. **Payment.** The School agrees to pay YellowFolder for all Fees upon the later of (a) thirty (30) days of receipt by the School of a YellowFolder invoice detailing such Services, or (b) the date proscribed by applicable School State law for payments related to similar services to school districts within the School State. For each payment that is not received by YellowFolder on or prior to the date determined herein, YellowFolder shall be entitled to charge a late fee equal to the lesser of (i) 1.50% of the past due Fees, per month, or (ii) the maximum amount allowable pursuant to applicable School State law for school districts within the School State. YellowFolder shall be entitled to suspend or terminate the Services and this Agreement if Fees are past due.
 3. **Auto Renewals and Trials.** YellowFolder shall be entitled to charge the School automatically at the end of each Service Period unless the School provides YellowFolder with ninety (90) days' prior written notice that it wants to cancel the Agreement or disable the Services. If a proposal or offer executed by the Parties describes a trial period, YellowFolder shall be entitled to charge the School automatically at the end of the designated trial period.
 4. **Fee Changes.** YellowFolder shall audit the number of the School's active students no more than once annually (using the School's state filings) and increase or decrease the number of "active students" used to calculate the total Fees accordingly. YellowFolder shall have the additional right to revise the Fees charged per "active student" by providing the School with at least thirty (30) days' notice prior to the next billing cycle.
 5. **Taxes.** The School hereby certifies that it is a governmental entity, is not subject to nor liable for sales and use taxes and YellowFolder has no obligation or duty to collect any sales or use taxes with respect to the Services provided to the School.
6. **Term & Termination.**
1. **Term.** The term of this Agreement shall begin on the date of the proposal or offer executed by the Parties and shall continue for the Service Period specified on such proposal or offer, or the Service Period related to the most recent paid Fee by the School District with respect to a YellowFolder invoice (whichever is longer), or until terminated pursuant to the terms described herein (the "Term"). The Term shall be automatically renewed with the issuance of each new invoice by YellowFolder, as described above, unless either Party provides written notice to the other Party with at least ninety (90) days' written notice prior to the expiration of the then-current Service Period.
 2. **Termination.** The School may terminate this Agreement at any time upon ninety (90) days prior written notice to YellowFolder if YellowFolder fails to reasonably perform its material obligations described herein and such failure has not been cured by YellowFolder within ninety (90) days after its receipt of such notice, or by providing notice to YellowFolder as provided in Section 5.3, above. YellowFolder may terminate the Services and/or this Agreement at any time if School fails to perform its material obligations described herein; provided that such termination shall not relieve School's responsibilities to pay any Fees then owed. Any such termination shall be in addition to (not in lieu of) any other remedies available to the terminating party.
 3. **Effects of Termination.** If this Agreement terminates: (a) except as set forth in this Section, the rights and licenses granted by YellowFolder to the School shall cease immediately; provided (b) YellowFolder will, at the School's



request, promptly provide the School access to its account so that the School may download documents on its own or School may request an export of its School Data for an additional fee at the then-current fees not relating to School's account; and (c) after a commercially reasonable period of time, YellowFolder will delete any School Data relating to the School's account. All sections of this Agreement other than Sections 1-2 shall survive the expiration of this Agreement.

7. Disclaimers & Limitations of Liability.

1. **General Disclaimer.** THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER THE SCHOOL NOR YELLOWFOLDER AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. THE SCHOOL IS RESPONSIBLE FOR USING THE SERVICES OR SOFTWARE IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN AND BACKING UP ANY STORED DATA ON THE SERVICES.
2. **Beta Services.** Despite anything to the contrary in this Agreement: (a) the School may choose to use services or features identified by YellowFolder as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings ("Beta Services") in its sole discretion; (b) Beta Services may not be supported and may be changed at any time without notice; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services have not been subjected to the same security measures and auditing to which the Services have been subjected; and YELLOWFOLDER WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES - USE AT YOUR OWN RISK.
3. **Limitation on Indirect Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE SCHOOL NOR YELLOWFOLDER AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
4. **Limitation on Amount of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, YELLOWFOLDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF \$100,000 OR THE AMOUNT PAID BY THE SCHOOL TO YELLOWFOLDER HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8. Disputes.

1. **Informal Resolution.** Before filing a claim, each party agrees to use its best efforts to try to resolve the dispute by notifying the other party in writing. If a dispute is not resolved within thirty days of notice, the School or YellowFolder may bring a formal proceeding.
2. **Arbitration.** The School and YellowFolder agree to resolve any claims relating to this Agreement or the Services through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) shall administer the arbitration under its "Commercial Arbitration Rules". The arbitration shall be held in Dallas (TX), or any other location both Parties agree to in writing.
3. **Exception to Arbitration.** Either party may bring a lawsuit in the federal or state courts of Dallas County, Texas solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of Intellectual Property Rights without first engaging in the informal dispute notice process described above. Both the School and YellowFolder consent to venue and personal jurisdiction there.
4. **NO CLASS ACTIONS.** The School may only resolve disputes with YellowFolder on an individual basis and shall not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not allowed.

9. Miscellaneous.

1. **Terms Modification.** YellowFolder may revise the software and services agreement contained on its website from time to time, and the most current version shall always be posted on the YellowFolder website. If a revision, in YellowFolder's sole discretion, is material, YellowFolder shall notify the School (by, for example, sending an email to the email address associated with the applicable account). By continuing to access or use the Services after revisions become effective, the School agrees to be bound by the revised agreement. If the School does not agree to the revised agreement terms, the School may terminate the Services within thirty days of receiving notice of the change.
2. **Authority.** The School hereby agrees that any signature of an administrator employed by the School or any use of the Software by an administrator employed by the School shall bind the School and shall entitle YellowFolder to rely on such execution or use as the binding authority and consent of the School. YellowFolder's Chief Executive Officer,



Chief Operating Officer, Chief Education Officer and Executive Vice President of Sales are the only persons authorized to sign documents on behalf of YellowFolder or bind YellowFolder under the terms of agreement.

3. **Entire Agreement.** This Agreement supersedes any prior agreements or understandings between the Parties and constitutes the entire Agreement between the Parties related to this subject matter. All attachments to the Agreement, the invoices, proposals or offers executed by the Parties, and the software and services agreement contained on YellowFolder's website are hereby incorporated into the Agreement by this reference.
4. **Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents shall control in the following order: the most recent invoice, any offer executed by the Parties, any proposal executed by the Parties, the services and software agreement contained on YellowFolder's website, this Agreement, any school policy document executed by the Parties. The terms and conditions of this Agreement shall be considered the confidential information of YellowFolder, and the School shall not disclose the information to any third Parties. The School agrees that any terms and conditions on a School purchase order shall not apply to this Agreement and are null and void.
5. **Governing Law.** THE AGREEMENT WILL BE GOVERNED BY KENTUCKY LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.
6. **Severability.** Unenforceable provisions shall be modified to reflect the Parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement shall remain in full effect.
7. **Notice.** Notices must be sent via email, first class, airmail, or overnight courier and are deemed given when received.
8. **Waiver.** A waiver of any default is not a waiver of any subsequent default.
9. **Assignment.** The School may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of YellowFolder. YellowFolder may not assign this Agreement without providing notice to the School, except YellowFolder may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.
10. **No Agency.** YellowFolder and the School are not legal partners or agents but are independent contractors.
11. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. Without limiting this section, the School's employees are not third-party beneficiaries to the School's rights under this Agreement.



PROPOSAL FOR SERVICES

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Deal Name	Woodford-KY-SPED-Online Access-2023-0804	Billing Frequency	Annually
Type	Online Access	Annual Service Month	August
Quote Number	Quote 2021367		

Name	Price	Discount	QTY	Subtotal
One-Time Fees				
One-time Set Up and Implementation Fee - 1,500-2,999 <small>Initial set up of the YellowFolder electronic records management system</small>	\$2,990.00	\$0.00	1	\$2,990.00
Recurring Fees				
Record Series Minimum - District Level <small>Minimum cost for a school to have unlimited access to a record series maintained on the YellowFolder system</small>	\$450.00	-\$270.00	12	\$5,130.00

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One-Time Fees (Total) **\$ 2,990.00**
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THIS PROPOSAL DOES NOT ADDRESS APPLICABLE TAXES. ALL APPLICABLE TAXES WILL BE ADDED TO ANY INVOICES RESULTING FROM THIS PROPOSAL. YellowFolder will not exceed the quantities listed above when providing services pursuant to this Proposal. If actual quantities of required services exceed the numbers listed in this Proposal, YellowFolder (as applicable) will issue another Proposal for such quantities and services.

Explanation of Services

The services listed in "Proposed Services" above are described in greater detail below. Please note, you will not receive all of the services listed below. Also note, these descriptions are not complete descriptions of such services. For a full description of such services, please see Service Procedures on our website at www.yellowfolder.com.

Basic YellowFolder System Setup -- YellowFolder will perform the basic set up services required to establish the customer's digitized Records on the YellowFolder ERM system. Absent other implementation services, YellowFolder will provide a two-hour web-based training session and on-going web-based support.

Paperless Nation Remote Training & Process Improvement -- YellowFolder will provide a dedicated Paperless Nation Engineer (PNE) who will provide the customer with remote training and process improvement during the implementation, as well as unlimited telephonic support & user group participation.

Standard On-Line Access of Records (per Record) -- YellowFolder will store the customer's digitized Records on the YellowFolder ERM system using a secure, customer-specific platform and customer-customized file tree as established pursuant to the FAARP. YellowFolder will provide each of the customer's staff (upon customer's request) with a unique username and password to access the YellowFolder ERM system, will applicable file uploading rights (as assigned by the customer).

Digital Back-Up Copy of YellowFolder Records -- YellowFolder can provide a digital back-up copy of all of customers records held on the YellowFolder ERM system, delivered via either an electronic transfer, USB flash drive, or external hard drive (depending on size). Additional fees may apply.

Consulting Services/Professional Services (\$85 per hour) -- YellowFolder will provide professional consultation or other services to the customer, as requested, including without limitation, services to convert a customer's existing digital records to the YellowFolder ERM system.

Digital Records Estimate -- YellowFolder will remotely review the customer's existing digital records and provide the customer with a "not to exceed" proposal for the uploading of these existing digital records onto the YellowFolder ERM system.

Premium Support Services -- YellowFolder Premium Support Services offer the following benefits: unlimited telephone support, live remote support, online knowledge base, patches and service packs, product documentation, new software releases, priority support and routing, 3 bulk uploads per year and proactive account reviews.

Explanation of Payment Terms

The following provides an explanation for each of the fees listed in the "Proposed Payment Terms" listed above.

One-Time Fees (Initial Processing & Implementation Services) -- The One-Time Fees are charged to digitize the customer's existing records and to set-up the customer's YellowFolder ERM system. YellowFolder issues an invoice for these fees immediately following signature of the Proposal.

Monthly Fees (Recurring Services) -- The Record Center Monthly Fees and Cloud Services Monthly Fees are recurring charges incurred for the ongoing-storage of the customer's records and/or services provided by YellowFolder. YellowFolder issues invoices for these services on a recurring basis as long as the customer continues utilizing YellowFolder services. YellowFolder issues invoices for these services one month prior to the beginning of the applicable annual service period.

Initial Invoices for Recurring Services -- YellowFolder will issue an initial invoice for the recurring services (Record Center Monthly Fees and Cloud Services Monthly Fees) immediately following signature of the Proposal. Typically, YellowFolder will invoice customer for the first 12 months of services on the initial invoice. However, if the customer has prior services with YellowFolder, the first invoice will be for a "stub period" to tie such invoices to the customer's Annual Service Month (see "Customer Information" above). For instance, if a Proposal is signed on March 1st and the customer has an Annual Service Month of November, the initial recurring service invoice will include fees for the initial 8 months (March – October). Thereafter, the customer will receive an invoice for annual services one month prior to the Annual Service Month (November).



Buying Cooperatives and Pre-Approved Pricing

YellowFolder is a BuyBoard Vendor. All of the pricing included in the "Proposed Services" and "Proposed Payment Terms" sections above, has been approved pursuant to YellowFolder's relationship with BuyBoard.



Customer Contact Information

Buying Champion	Email Address
Use Champion	Email Address
2nd Use Champion	Email Address
IT Champion	Email Address

Agreement to Proposal

Upon signature by the customer and YellowFolder in the spaces provided below, this Proposal shall be a binding agreement between the parties hereto and shall become an attachment to the Software and Services Agreement entered into upon acceptance of terms during initial use of the YellowFolder software by and between such customer and YellowFolder (the "Software and Services Agreement"). The terms of the Software and Services Agreement shall govern the provision of the services described in this Proposal.

CUSTOMER

INTELLINETICS, INC. doing business as YELLOWFOLDER

Signature

Signature

Tessa Tyler

Name

Shane Smith

Name

Tessa Tyler, M.Ed.

Title

Title

Chief Education Officer & VP of School Relationships

Date

Date

09 / 05 / 2023



Exhibit A

Software & Services Agreement

By accepting the terms and conditions of this Software & Services Agreement (the "Agreement") with Intellinetics, Inc., an Ohio corporation doing business as YellowFolder ("YellowFolder"), the undersigned school ("School") is hereby granted access to the Software (defined below) and Services (defined below), subject to strict compliance with the terms of use and payment contained herein. The "Parties" shall be defined herein as YellowFolder and the School.

1. **Services.** YellowFolder shall (a) provide the School with access to YellowFolder's Internet site and related software (the "Software") (b) establish a separate account for the School on YellowFolder's servers for the purpose of storing, managing and accessing the School's selected records (the "School Records") on such servers, and (c) provide the School with ancillary services related to such access, storage and management of the School Records (together, the "Services").
 1. **Generally.** The Services include: (a) providing the School with unlimited storage of documents on the Software for the record series specified in the most recent invoice submitted by YellowFolder or the proposal or offer executed by the Parties; (b) user name-controlled access for each staff member of the School (as requested by the School); (c) reasonable access to YellowFolder's Paperless Nation Education training and business process improvement services during YellowFolder business hours; and (d) reasonable access to YellowFolder's help desk and technical support services during YellowFolder business hours.
 2. **Updates.** YellowFolder, at its discretion, may update the Services from time to time, including future upgrades or updates to the Software. Such updates, if any, may not necessarily include all existing Service or software features. If the School determines that any such changes in the Services materially reduces functionality, the School may provide notice to YellowFolder within thirty (30) days of such Service change to terminate the Agreement. The terms of this Agreement shall govern any software upgrades or updates provided by YellowFolder that replace and/or supplement the original Software, unless such upgrade or update is accompanied by a separate agreement, in which case the terms of that agreement shall govern.
 3. **Internet Access & Equipment.** The School acknowledges and agrees that access to the Services requires Internet signal transmission and that the School and/or its end users shall be responsible for ordering, maintaining and paying for such signal transmission installation and services, and that the costs of such services are not the responsibility of YellowFolder. The School acknowledges and agrees that signals are transmitted over third-party telephone and utility lines, which are wholly beyond the control and jurisdiction of YellowFolder. The School is solely responsible for providing its own equipment and software to allow its staff to access the Software and upload documents to the Software, and shall be responsible for assuring that such equipment meets the minimum capability specified by YellowFolder.
 4. **Third-Party Software.** As a part of the Services, YellowFolder may provide certain connectivity to third-party software currently licensed by the School for the purpose of allowing the School to upload documents to the YellowFolder system directly from such third-party software, and/or allowing the School to update the YellowFolder system with data from such third-party software. To the extent that the Software contains or provides access to any third-party software or services, YellowFolder has no express or implied obligation to provide any technical or other support for such software or services. YellowFolder makes no express or implied representation that such third-party has, will, or will continue to allow such connectivity with the Software, and YellowFolder has not obligation or responsibility to provide such continuing connectivity if such third-party takes any action to prohibit such connectivity.
 5. **OCR Limits.** YellowFolder may process each uploaded image through a computerized Optical Character Recognition (OCR) process whereby each character image in the text of the underlying digital image is analyzed and translated into ASCII character codes commonly used in data processing. **The OCR process shall not identify poor quality images or handwritten characters, and thus data contained in poor quality images and handwritten characters may not be searchable in the Software, and YellowFolder shall have no responsibility to create a searchable database of such poor quality images or handwritten text.** The OCR process may not identify every character from the digital image or it may misidentify characters. The search capability of the Software is compromised by each such failure and misidentification. YellowFolder shall have no responsibility for limitations in the searchability of data incidental to the limitations inherent in the OCR process.
 6. **Meta-Tags.** The Software provides the functionality for the automatic detection and application of meta-tags via the OCR process for each digital image, thereby enhancing the searchability of the underlying digital image. Such meta-tagging requires the School to provide YellowFolder with regularly-updated electronic files from its existing student and employee databases, as applicable. The School is solely responsible for providing YellowFolder with access to the requested databases in the format requested by YellowFolder. If the School does not supply such access, the Software shall have limited or no meta-tagging functionality. The Software does not have meta-tagging capabilities with respect to the "administrative records" module.



7. **Acts of God.** YellowFolder shall not be liable for failure to perform its obligations under this Agreement or for interruption of Services due to fires, water damage (natural or otherwise), natural disasters (all of the foregoing, "Acts of God"), labor shortages, governmental acts, power failures, insurrection, interruption or unavailability of telephone or internet service, or for any other cause beyond the control of YellowFolder. YellowFolder shall not be required to supply Services for School while any such interruption continues.
 8. **Insurance.** During the Term, YellowFolder agrees to maintain insurance policies in an amount not less than the minimums required by applicable state laws for providers of information technology services to school districts within the state where the School is located ("School State").
2. **License.** YellowFolder grants to the School, during the Term, a non-exclusive, limited use license to the Software. This license is non-transferable, irrevocable (except as set forth in Section 6), limited and non-sub licensable.
 1. **Limited Rights.** The School shall not decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or allow unauthorized access to all or any portion of the Software. The School acknowledges that it has received and hereby agrees to adhere to any terms and conditions of any licenses required by YellowFolder or any of its subcontractors related to the use of the Software. The School further agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity.
 2. **Unique Users.** This license shall include a unique user access for up to each staff member of the School, as requested by School. The School shall be responsible for maintaining the confidentiality of usernames and passwords provided by YellowFolder to its staff members.
 3. **Internal Management & Administration.** The School shall specify one or more staff members to serve as an "administrator" of the School's Services account. The administrator(s) shall be solely responsible for maintaining the internal management of the School's Services account, including (a) instructing YellowFolder to issue new unique user access to staff members, (b) maintaining the School's user profiles and privacy settings, and (c) maintaining the School's document retention schedules. YellowFolder's responsibilities do not extend to the internal management or administration of the Services on the School's account.
 4. **Third-Party Rights.** If YellowFolder believes the Services or Software infringe or may be alleged to infringe a third-party's intellectual property rights, then YellowFolder may: (a) obtain the right for the School, at YellowFolder's expense, to continue using the Services or Software; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services or Software so that they no longer infringe. If YellowFolder does not believe the options described in this section are commercially viable, then YellowFolder may suspend or terminate the School's use of the affected Services or Software, with a pro-rata refund of prepaid fees for the Services or Software.
 3. **School Data.** The School may provide YellowFolder with data such as student and employee rosters and databases as well as settings and preferences related to the School's account in connection with the provision of the Services. This data, together with the Student Records, shall be referred to herein as the "School Data".
 1. **Ownership.** The School shall retain ownership of all School Data and shall have the right to export the School Data via the Software at any time throughout the Term (defined below). YellowFolder may offer services at an additional fee for the bulk export of such School Data, upon the request of the School.
 2. **Responsibility.** The School is solely responsible for the completeness and accuracy of the School Data. The Services provide automated technology to assist in the organization and placement of the School Data on the Software; however, the School acknowledges and agrees that these techniques are not to be relied upon solely, and the School maintains the ability and responsibility to move and organize School Data. As such, the School acknowledges that it is solely responsible for the placement and organization of the School Data on the Software. The School represents that it owns all rights in, or has authorization or is otherwise legally permitted to, upload any content uploaded to the YellowFolder servers via the Software, and that such content does not violate any state or federal laws. The School represents that YellowFolder shall have limited access and rights to the School Data for the purpose of providing the Services.
 3. **Confidentiality.** YellowFolder agrees not to use or disclose any of the School Data without the prior written consent of the School; provided, however, that YellowFolder may disclose any School Data as required by law or court order. YellowFolder shall provide School with prompt written notice of such a disclosure requirement so that the School may seek, at its sole cost and expense, a protective order or other remedy; and reasonable assistance, at the School's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
 4. **Security.** YellowFolder acknowledges that the School Data may contain sensitive and private information that may be regulated by laws or regulations governing the retention and disposal of information, including, without limitation, those commonly known as "FERPA", "FACTA", "GLBA", "HIPAA" and "HITECH" or similar state and federal laws (collectively, "Privacy Laws"). YellowFolder shall use industry standard technical and organizational security measures to transfer, store,



and process the School Data, and shall use reasonable business efforts to comply with applicable Privacy Laws in providing the Services. These measures are designed to protect the integrity of the School Data and guard against the unauthorized or unlawful access to, use, and processing of the School Data.

1. **Data Security Incident.** In the event that YellowFolder becomes aware that the security of any School Data has been compromised, or that any School Data has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (a "Data Security Incident"), YellowFolder shall: (i) promptly (upon becoming aware of such Data Security Incident), notify the School in writing of the occurrence of such Data Security Incident; (ii) investigate such Data Security Incident and conduct a reasonable analysis of the cause(s) of such Data Security Incident; (iii) provide periodic updates of any ongoing investigation to the School; and (iv) cooperate with the School's reasonable investigation or efforts to comply with any regulatory requirements applicable to such Data Security Incident.
 2. **Security Emergency.** A Security Emergency is any use of the Services that do or could disrupt the Services, other the Schools' use of the Services, or the infrastructure used to provide the Services; or (ii) unauthorized third-party access to the Services. Notwithstanding anything in this Agreement, if there is a Security Emergency YellowFolder may suspend use of the Services; provided that YellowFolder shall make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency.
5. **Payment Terms.**
1. **Fees.** The School agrees to pay YellowFolder the fees specified for access to the YellowFolder system on the proposal or offer executed by the Parties (the "Fees"). YellowFolder invoices Fees on a payment interval (annual or monthly) specified on the invoice or in the proposal or offer executed by the Parties (the "Service Period"), one month in advance. If a proposal specifies annual billing and is signed on a month other than the month of service initiation, the School agrees to pay for the prorated portion of the initial service year as specified on the proposal. All Fees are non-refundable except as required by law or as otherwise specifically permitted in this Agreement.
 2. **Payment.** The School agrees to pay YellowFolder for all Fees upon the later of (a) thirty (30) days of receipt by the School of a YellowFolder invoice detailing such Services, or (b) the date proscribed by applicable School State law for payments related to similar services to school districts within the School State. For each payment that is not received by YellowFolder on or prior to the date determined herein, YellowFolder shall be entitled to charge a late fee equal to the lesser of (i) 1.50% of the past due Fees, per month, or (ii) the maximum amount allowable pursuant to applicable School State law for school districts within the School State. YellowFolder shall be entitled to suspend or terminate the Services and this Agreement if Fees are past due.
 3. **Auto Renewals and Trials.** YellowFolder shall be entitled to charge the School automatically at the end of each Service Period unless the School provides YellowFolder with ninety (90) days' prior written notice that it wants to cancel the Agreement or disable the Services. If a proposal or offer executed by the Parties describes a trial period, YellowFolder shall be entitled to charge the School automatically at the end of the designated trial period.
 4. **Fee Changes.** YellowFolder shall audit the number of the School's active students no more than once annually (using the School's state filings) and increase or decrease the number of "active students" used to calculate the total Fees accordingly. YellowFolder shall have the additional right to revise the Fees charged per "active student" by providing the School with at least thirty (30) days' notice prior to the next billing cycle.
 5. **Taxes.** The School hereby certifies that it is a governmental entity, is not subject to nor liable for sales and use taxes and YellowFolder has no obligation or duty to collect any sales or use taxes with respect to the Services provided to the School.
6. **Term & Termination.**
1. **Term.** The term of this Agreement shall begin on the date of the proposal or offer executed by the Parties and shall continue for the Service Period specified on such proposal or offer, or the Service Period related to the most recent paid Fee by the School District with respect to a YellowFolder invoice (whichever is longer), or until terminated pursuant to the terms described herein (the "Term"). The Term shall be automatically renewed with the issuance of each new invoice by YellowFolder, as described above, unless either Party provides written notice to the other Party with at least ninety (90) days' written notice prior to the expiration of the then-current Service Period.
 2. **Termination.** The School may terminate this Agreement at any time upon ninety (90) days prior written notice to YellowFolder if YellowFolder fails to reasonably perform its material obligations described herein and such failure has not been cured by YellowFolder within ninety (90) days after its receipt of such notice, or by providing notice to YellowFolder as provided in Section 5.3, above. YellowFolder may terminate the Services and/or this Agreement at any time if School fails to perform its material obligations described herein; provided that such termination shall not relieve School's responsibilities to pay any Fees then owed. Any such termination shall be in addition to (not in lieu of) any other remedies available to the terminating party.
 3. **Effects of Termination.** If this Agreement terminates: (a) except as set forth in this Section, the rights and licenses granted by YellowFolder to the School shall cease immediately; provided (b) YellowFolder will, at the School's



request, promptly provide the School access to its account so that the School may download documents on its own or School may request an export of its School Data for an additional fee at the then-current fees not relating to School's account; and (c) after a commercially reasonable period of time, YellowFolder will delete any School Data relating to the School's account. All sections of this Agreement other than Sections 1-2 shall survive the expiration of this Agreement.

7. **Disclaimers & Limitations of Liability.**

1. **General Disclaimer.** THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER THE SCHOOL NOR YELLOWFOLDER AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. THE SCHOOL IS RESPONSIBLE FOR USING THE SERVICES OR SOFTWARE IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN AND BACKING UP ANY STORED DATA ON THE SERVICES.
2. **Beta Services.** Despite anything to the contrary in this Agreement: (a) the School may choose to use services or features identified by YellowFolder as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings ("Beta Services") in its sole discretion; (b) Beta Services may not be supported and may be changed at any time without notice; (c) Beta Services may not be as reliable or available as the Services; (d) Beta Services have not been subjected to the same security measures and auditing to which the Services have been subjected; and YELLOWFOLDER WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH BETA SERVICES - USE AT YOUR OWN RISK.
3. **Limitation on Indirect Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE SCHOOL NOR YELLOWFOLDER AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
4. **Limitation on Amount of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, YELLOWFOLDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF \$100,000 OR THE AMOUNT PAID BY THE SCHOOL TO YELLOWFOLDER HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8. **Disputes.**

1. **Informal Resolution.** Before filing a claim, each party agrees to use its best efforts to try to resolve the dispute by notifying the other party in writing. If a dispute is not resolved within thirty days of notice, the School or YellowFolder may bring a formal proceeding.
2. **Arbitration.** The School and YellowFolder agree to resolve any claims relating to this Agreement or the Services through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) shall administer the arbitration under its "Commercial Arbitration Rules". The arbitration shall be held in Dallas (TX), or any other location both Parties agree to in writing.
3. **Exception to Arbitration.** Either party may bring a lawsuit in the federal or state courts of Dallas County, Texas solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of Intellectual Property Rights without first engaging in the informal dispute notice process described above. Both the School and YellowFolder consent to venue and personal jurisdiction there.
4. **NO CLASS ACTIONS.** The School may only resolve disputes with YellowFolder on an individual basis and shall not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not allowed.

9. **Miscellaneous.**

1. **Terms Modification.** YellowFolder may revise the software and services agreement contained on its website from time to time, and the most current version shall always be posted on the YellowFolder website. If a revision, in YellowFolder's sole discretion, is material, YellowFolder shall notify the School (by, for example, sending an email to the email address associated with the applicable account). By continuing to access or use the Services after revisions become effective, the School agrees to be bound by the revised agreement. If the School does not agree to the revised agreement terms, the School may terminate the Services within thirty days of receiving notice of the change.
2. **Authority.** The School hereby agrees that any signature of an administrator employed by the School or any use of the Software by an administrator employed by the School shall bind the School and shall entitle YellowFolder to rely on such execution or use as the binding authority and consent of the School. YellowFolder's Chief Executive Officer,



Chief Operating Officer, Chief Education Officer and Executive Vice President of Sales are the only persons authorized to sign documents on behalf of YellowFolder or bind YellowFolder under the terms of agreement.

3. **Entire Agreement.** This Agreement supersedes any prior agreements or understandings between the Parties and constitutes the entire Agreement between the Parties related to this subject matter. All attachments to the Agreement, the invoices, proposals or offers executed by the Parties, and the software and services agreement contained on YellowFolder's website are hereby incorporated into the Agreement by this reference.
4. **Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, the documents shall control in the following order: the most recent invoice, any offer executed by the Parties, any proposal executed by the Parties, the services and software agreement contained on YellowFolder's website, this Agreement, any school policy document executed by the Parties. The terms and conditions of this Agreement shall be considered the confidential information of YellowFolder, and the School shall not disclose the information to any third Parties. The School agrees that any terms and conditions on a School purchase order shall not apply to this Agreement and are null and void.
5. **Governing Law.** THE AGREEMENT WILL BE GOVERNED BY KENTUCKY LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.
6. **Severability.** Unenforceable provisions shall be modified to reflect the Parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement shall remain in full effect.
7. **Notice.** Notices must be sent via email, first class, airmail, or overnight courier and are deemed given when received.
8. **Waiver.** A waiver of any default is not a waiver of any subsequent default.
9. **Assignment.** The School may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of YellowFolder. YellowFolder may not assign this Agreement without providing notice to the School, except YellowFolder may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.
10. **No Agency.** YellowFolder and the School are not legal partners or agents but are independent contractors.
11. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement. Without limiting this section, the School's employees are not third-party beneficiaries to the School's rights under this Agreement.



STUDENT TEACHER AGREEMENT

THIS AGREEMENT made at Campbellsville, Kentucky, this ____ *day of August, 2023* between *Campbellsville University* (hereinafter called the University) and *Woodford County Schools* (hereinafter called the Board).

WITNESS:

1. The University, under the provision of KRS 161.042 and pursuant to State Board of Education regulations, is authorized to enter into cooperative agreements, including financial agreements, with school boards for the purpose of providing professional laboratory experiences and student teaching experiences for students preparing for the educational profession.
2. The University and the Board accept joint responsibility to educate qualified teachers.
3. The University and the Board agree that all arrangements in reference to this program shall be governed and consistent with policies of the University as well as those of the Board.
4. As provided in KRS 161.042 (3) the student teachers placed in *Woodford County Schools* shall agree to abide by all policies, rules, and regulations of the Board. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University to inform all prospective student teachers of this provision and secure agreement from the student teacher.
5. The Board, through its staff, shall make assignments of student teachers subject to its limitations and in accordance with its philosophy of teacher education. Nothing in this agreement shall preclude the Board from exercising its right to remove from its classrooms student teachers who, in the judgment of its staff, have an adverse influence on the welfare of pupils, detract from the total school program, or do not contribute to the advancement of the educational profession.
6. The Board shall work with the University upon request to identify properly qualified and certified teachers from within the system under whose direct supervision the student will teach.

16 KAR 5:040 identifies requirements for the cooperating teacher:

- have a valid Kentucky teaching certificate for grade and subject taught;
 - have at least three years of teaching experience on a Professional Certificate;
 - the ratio of student teachers to cooperating teachers shall be 1 to 1.
7. A written report to the University concerning the process and accomplishments of the student teacher shall be made by the cooperating teacher, along with a recommended grade in keeping with the University model for grading.
 8. The University shall designate a representative(s) to serve as liaison between it and the Board. This person(s), as a representative of the University, shall have access to all Board staff and schools necessary to facilitate proper communication and relationships between the Board staff, cooperating teacher, and the student teachers.
 9. Compensation will be made based upon the most recent General Assembly allocated funding for the compensation of teachers who supervise student teachers. The University also provides compensation.
 10. As provided for in KRS 161.042 (4) the University may arrange with the Board to provide supplementary instructional activities for its teacher education students, other than student teachers. Where activities of this nature are desired by the University, arrangements shall be made with the Superintendent or his/her designee.
 11. The Board will require a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and will require a letter from the Kentucky Cabinet for Health and Family Services stating that the student teacher has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Kentucky Cabinet for Health and Family Services. The student teacher will be responsible for all costs associated with the background and child abuse checks required by the Board. If a criminal or child abuse background check reveals information that disqualifies the student teacher from teaching in the Board's schools, the Board will not accept the student teacher.
 12. During the time that a student teacher is practice teaching in a Board school, the student teacher shall not be deemed an employee of the Board, and the Board will not provide workers' compensation insurance coverage for the student teacher. However, the Board will provide general liability insurance coverage for the student teacher.

IT IS MUTUALLY AGREED by and between the parties that the period covered by this agreement shall be from **July 1, 2023 until June 30, 2024** inclusive, and supersedes all previous contracts between the parties.

IN WITNESS WHEREOF, we, the undersigned, duly authorized representatives of the parties to this agreement, have hereunto set our hands this _____ day of August, 2023.

BOARD OF EDUCATION

CAMPBELLSVILLE UNIVERSITY

by: _____

by: _____