



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

08/31/23

AGENDA ITEM (ACTION ITEM):

Consider/Approve the license agreement with Polar 3D and Twenhofel Middle School for the 2023-24 school year.

APPLICABLE BOARD POLICY:

0.1.1 Legal Status of the Board

HISTORY/BACKGROUND:

The Project Lead the Way teacher has previously used this software/license to access all four 3D printers used in the PLTW classroom. This premium license allows the teacher to check the status of all four printers, add, remove, edit projects, access time lapse video of prints, allow more than one person to access the printers, and access projects aligned with NGSS STEM standards.

FISCAL/BUDGETARY IMPACT:

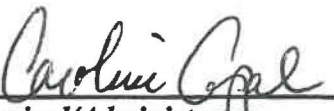
Fund 7000 – 0810 – Registration and License in the amount of a one-time payment of \$500..

RECOMMENDATION:

Approve the license agreement with Polar 3D and Twenhofel Middle School for the 2023-24 school year.

CONTACT PERSON:

Caroline Capal – 859-356-5559


Principal/Administrator


District Administrator


Superintendent

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

QUOTE

Valid until Nov 15, 2023

POLAR3D

\$500.00

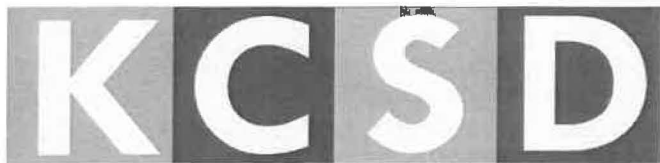
The Polar Cloud

6102 Madison Rd
Cincinnati, Ohio 45227
United States
+1 513-409-1411
stripe@polar3d.com

QUOTE NUMBER QT-5F986338-0005-1
ISSUE DATE Oct 16, 2023
EXPIRATION DATE Nov 15, 2023

QUOTE FOR Andrew Capizzi
Andrew Capizzi
andrew.capizzi@kenton.kyschools.us

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Polar Cloud Annual Site License Digital Learning Platform for Online 3D Printing and STEM Curriculum Available 24/7 to All Students, Educators and Staff	1	\$500.00 / year	\$500.00
Subtotal			\$500.00
Total			\$500.00



Kenton County School District | *It's about ALL kids*

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

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

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

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

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

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

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

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

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

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

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

Student Data Security

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

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

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

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

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

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

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

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

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

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

Polar3D Inc.

Vendor Name

6102 Madison Rd, Cincinnati, OH 45227

Vendor Address

(513) 409-1411

Vendor Telephone

accounting@polar3d.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Van Morris

Print Name

9/1/2023

Date

POLAR 3D TERMS OF USE

Last updated October 11, 2023

The websites located at polar3d.com and about.polar3d.com (together, the "Site") are copyrighted works belonging to Polar 3D Inc. and its affiliates ("the Company", "us", "our", and "we"). The Company offers and sells Polar 3D Printers and provides the Polar Cloud to allow members to: (i) create, upload, and share digital designs and other works, (ii) create, publish, access and utilize curricula, lesson plans, videos, webinars and other educational assets for 3D printing; (iii) host, sponsor and participate in Polar Challenges; (iv) manage a lab of 3D printers; (v) print digital objects on their 3D printer(s) (collectively, with all other services provided through the Sites, the "Services"). Certain features of the Services or Sites may be subject to additional guidelines, terms, or rules, which will be posted on the Service or Sites in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement.

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By accessing or using our Site, you agree to the terms below; if you don't agree, don't use the Site.

- 1. Accounts

- **1.1 Account Creation:** In order to use certain features of the Sites (e.g., to upload a design and/or to make store purchases), you must register for an account with the Company ("Company Account") and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You may delete your Company Account at any time, for any reason, by following the instructions on the Site. The Company may suspend or terminate your Company Account in accordance with Section 9.
- **1.2 Account Responsibilities:** You are responsible for maintaining the confidentiality of your Company Account login information and are fully responsible for all activities that occur under your Company Account. You agree to immediately notify the Company of any unauthorized use, or suspected unauthorized use of your Company Account or any other breach of security. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

- 2. Sites

- **2.1 License:** Subject to these Terms of Use, the Company grants you a non-transferable, non-exclusive, license to use the Sites and Services for your personal, noncommercial use.
- **2.2 Certain Restrictions:** The rights granted to you in these Terms of Use are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Sites or Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Sites or Services; (c) you shall not access the Sites or Services in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Sites or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Sites or Services shall be subject to the terms of these Terms of Use. All copyright and other proprietary notices on any Sites or Services content must be retained on all copies thereof.

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- 2.4 No Support or Maintenance: You acknowledge and agree that the Company will have no obligation to provide you with any support or maintenance in connection with the Sites or Services.
- 2.5 Ownership: Excluding your User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Sites and Services are owned by the Company or the Company's licensors. The provision of the Sites and Services does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. The Company and its suppliers reserve all rights not granted in these Terms of Use.
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 - 3.3 Acceptable Use Policy: The following sets forth Company's "Acceptable Use Policy": (a) You agree not to use the Sites or Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, sexually explicit, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual, promotes illegal activities or contributes to the creation of weapons, illegal materials or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party. (b) In addition, you agree not to use the Sites or Services to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Sites or Services or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Sites or Services, other computer systems or networks connected to or used together with the Sites or Services, through password mining or other means; (vi) harass or interfere with another user's use and enjoyment of the Sites or Services; (vi) introduce software or automated agents or scripts to the Sites or Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Sites or Services (except that we grant the

operators of public search engines revocable permission to use spiders to copy materials from the Sites or Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); or (vii) systematically aggregating, embedding or deep-linking content from your own web site, service or platform to the Sites for commercial purposes without the prior written consent of the Company

- 3.4 Enforcement: We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms of Use or otherwise create liability for us or any other person. Such acts may include removing or modifying your User Content, terminating your Company Account in accordance with Section 9, and/or reporting you to law enforcement authorities.
- 3.5 Feedback: If you provide the Company any feedback or suggestions regarding the Sites or Services ("Feedback"), you hereby assign to the Company all rights in the Feedback and agree that the Company shall have the right to use such Feedback and related information in any manner it deems appropriate. The Company will treat any Feedback you provide to the Company as non-confidential and non-proprietary. You agree that you will not submit to the Company any information or ideas that you consider to be confidential or proprietary.
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 - You agree to indemnify and hold the Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Sites or Services, (b) your User Content, (c) your violation of these Terms of Use; or (d) your violation of applicable laws or regulations. the Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.
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 - 6.2 Other Users: Each Site or Service user is solely responsible for any and all of its User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions and transactions with other Sites or Service users are solely between you and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Sites or Service user, we are under no obligation to become involved.
 - 6.4 Release: You hereby release and forever discharge us (and our officers, employees, agents, parents, affiliates, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Sites or Service users or Third Party Sites & Ads. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE

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TO THE FULLEST EXTENT PERMISSIBLE BY THE APPLICABLE LAW, WE HEREBY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.

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- NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF USE (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50); OR (B) AMOUNTS YOU'VE PAID THE COMPANY IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS OF USE.
- SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- 9. Term and Termination

- Subject to this Section, these Terms of Use will remain in full force and effect while you use the Sites or Services. We may (a) suspend your rights to use the Sites or Services (including your Company Account) or parts thereof, or, (b) terminate these Terms of Use, at any time for any reason at our sole discretion, including for any use of the Sites or Services in violation of these Terms of Use. Upon termination of these Terms of Use, your Company Account and right to access and use the Sites and Services will terminate immediately. You understand that any termination of your Company Account involves deletion of your User Content associated therewith from our live databases. The Company will not have any liability whatsoever to you for any termination of these Terms of Use, including for termination of your Company Account or deletion of your User Content. Even after these Terms of Use is terminated, the following provisions of these Terms of Use will remain in effect: Sections 2.2-2.5, 3-12.
- 10. Intellectual Property Policy
 - We will terminate the accounts of users who repeatedly infringe intellectual property.
- 11. General
 - 11.1 Changes to Terms of Use: These Terms of Use are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any) and/or by prominently posting notice of the changes on our Sites. Any changes to these Terms of Use will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Sites. These changes will be effective immediately for new users of our Sites or Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Sites or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.
 - 11.2 Governing Law and Venue: These Terms of Use shall be governed by the laws of the Commonwealth of Kentucky without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. Any action or proceeding relating to a claim or controversy at law or equity that arises out of or relates to these Terms of Use or the Sites or Services (a "Claim") must be brought in a federal or state court located in Kentucky, and each party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding, unless such claim is submitted to arbitration as set forth below. Notwithstanding anything to the contrary, the Company may seek injunctive relief in any court having jurisdiction to protect its intellectual property or confidential or proprietary information.
 - 11.3 Entire Agreement: These Terms of Use constitutes the entire agreement between you and us regarding the use of the Sites and Services. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to the Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms of Use, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without the Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. These Terms of Use shall be binding upon assignees.
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- 11.5 Contact Information: If you have any questions about these Terms of Use, please contact Polar 3D Support.