



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

Issue Paper

DATE:

10/14/23

AGENDA ITEM (ACTION ITEM):

Consider/Approve: the purchase of a 12-month renewable online subscription, Streamer, from Auditory Sciences, for use by students who are deaf or hearing impaired.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The Kenton County School District currently has students requiring a captioning program as a modification documented on the student's Individual Education Plan. A 12-month subscription to Streamer will provide the students with real-time text captions of spoken content, allowing the students to read along with the instruction. This 12-month subscription is specifically designed to assist students with hearing impairments to access spoken language.

FISCAL/BUDGETARY IMPACT:

\$99.00 with annual renewal paid out of Special Education: IDEA B funds

RECOMMENDATION:

Approval to: purchase a 12-month renewable online subscription, Streamer, from Auditory Sciences, for use by students who are deaf or hearing impaired.

CONTACT PERSON:

Danielle Rice

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.

Auditory Sciences, LLC

Quote

Date

7/5/2023

Quote #

156442

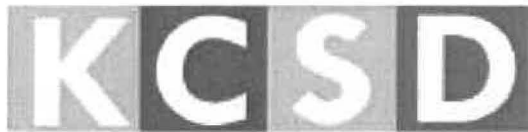
Name / Address

Kenton County School District
Meghan Todtenbier

Per your request, the following quotation provides a detailed listing of your items. To accept this quotation please send your purchase order to sales@auditorysciences.com or FAX the order to 866-356-6644. As always, if you have any questions or would like any assistance in placing your order, please feel free to contact us using "sales@auditorysciences.com" or by calling 507-645-8924.

Thank you for your Order,
-- The Auditory Sciences' Sales Team

Payment Terms	Delivery	Est. Ship Date	CAGE Code	DUNS NUM		FED TPID
15 days net	Included in Quote	Items are in stock	IT8C4	016087418		41-2007603
Item	Description		Cost	Qty	U/M	Total
SI00.1	STREAMER SUBSCRIPTION - FULL YEAR With your subscription you receive a secure and personal online captioning, note-taking and translation room with all of Streamer's many features that you can use as often as you like and share with as many people as you want. You receive an unlimited number of user accounts. You're welcome to share your room with as many friends, coworkers and family members as desired.		99.00	1		99.00
					Total	\$99.00



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

WEB SITE: 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(3)(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.

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.

SpeechGear, DBA Auditory Sciences

Vendor Name

205 South Water Street, Northfield, MN 55057

Vendor Address

507-664-9123

Vendor Telephone

info@auditorysciences.com

Vendor Email Address

Signature by Vendor's Authorized Representative

Robert Palmquist

Print Name

20 July 2023

Date



Privacy and Security – Done Right!

Our Commitment to Your Privacy

We take privacy very seriously, always have, always will. SpeechGear got its start working with the U.S. Department of Defense to develop secure communication systems that allow U.S. and United Nations peacekeeping forces to talk directly with the locals of any country, in any language, at any time, and do so with complete security and privacy. As such, privacy and security are not an accident, or something new to our products and corporate culture. Rather, privacy and security have been and continue to be a key element of everything we do, ever since our beginning back in 2001. This Privacy Policy ("Privacy Policy") is put together by SpeechGear to help you understand how we protect any information we may collect as you are using our products, including personal information that you may provide to us, or that we may obtain as you are using our products. "Personal Information" includes information that alone or when in combination with other information may be used to readily identify, contact, or locate you or a specific individual.

We may update this Privacy Policy from time to time, so please check back with us periodically. There are always changing threats to the ways people may try to access your data. SpeechGear continually monitors these events, and as such to ensure your data is secure we may at time may change this document to reflect updates we make to ensure your data remains private and secure. This Privacy Policy applies to <https://www.streamer.center> ("Website") and to certain SpeechGear products, and services, including those for consumer use ("SpeechGear Products"). This Privacy Policy explains SpeechGear information practices including:

- How SpeechGear protects the personal information you share with us and that we learn about you because of our relationship.
- What personal information, if any, SpeechGear may share about you and the conditions we use to protect your information if it must be shared.
- Other things you should know about privacy and SpeechGear.

Protecting Your Data

SpeechGear does not, nor does it plan to, sell any of your data to anyone, anywhere, at any time. Unlike "free" captioning and translation systems, with SpeechGear's products, including of course *Streamer*[™], your data is yours alone. You alone control all access to your transcripts, and when you delete the transcript, it is gone forever. There are no backup or archived copies kept by SpeechGear, anywhere.

To help ensure your privacy and secure your data, we do collect and maintain some information. Information on your user account is used and stored by SpeechGear. Examples include the name of your User Account, the email you entered when you created your account, and your password. These data items are required to ensure that your account is continually protected and to prevent any unauthorized access. By using the Website or SpeechGear Products, you consent to the collection and use of your Personal Information by SpeechGear consistent with applicable data protection law and this Privacy Policy which is expressly incorporated into any applicable Website or SpeechGear Product Terms of Use or End-User License Agreement. You also represent to us that you have any and all authorizations necessary to use these SpeechGear Products including using them to process Personal Information. You acknowledge that SpeechGear does collect and use the information you provide to us, including information obtained from your use of this Website or a SpeechGear Product. We may use or share Personal Information (e.g., name, address, telephone number, email address, and location) where it is necessary for us to complete a transaction or do something that you have asked us to do. Also, we may use some information that we collect for our internal purposes to develop, tune, enhance, and improve our products and services, and for advertising and marketing consistent with this Privacy Policy. By using SpeechGear products and services, you acknowledge, consent and agree that SpeechGear may collect, process, and use the information that you provide to us and that such information shall only be used by SpeechGear or third parties acting under the direction of SpeechGear, pursuant to confidentiality agreements, to develop, tune, enhance, and improve SpeechGear services and products. SpeechGear will not use the contents of any communications provided to us through your use of SpeechGear Products for any purpose except as set forth above. SpeechGear collects and uses information from you in several ways:

Website or SpeechGear Product Usage. SpeechGear (or SpeechGear vendors and suppliers) may observe your activities, preferences, and transactional data (such as your IP address and browser type) as well as related usage behavior depending on whether you are using our Website or a particular SpeechGear Product. We may use this data for any purpose unless we tell you otherwise in connection with a particular Website or product. While we may collect or log this information, we do not identify you or match this non-Personal Information with your other Personal Information unless or except if we believe doing so will help us better respond to a request you have made. Where such non-Personal Information is linked to your Personal Information, we will treat such information as Personal Information. For clarity, when we refer to usage of Website or SpeechGear Product Usage Data in this section, we do not mean the contents of your voice data or text and related data derived from the contents of your communications using SpeechGear Products. For information about specific SpeechGear Products, please see specific privacy notices directed to such products.

SpeechGear Product Usage. "Speech Data" means the audio files, associated text and transcriptions and log files provided by you hereunder or generated in connection with SpeechGear Products. Speech Data may include Personal Information. SpeechGear Products may require you to enter Speech Data to use and derive the benefits of the particular product. These SpeechGear Products process the Speech Data you input into the SpeechGear Products.

promotions, contests or sweepstakes may be run by a SpeechGear service provider or vendor or co-branded with one of our partners. In these instances, the collection of your Personal Information may occur directly by the service provider or vendor or a third-party partner on their website. The promotion will state the privacy policy or policies governing the collection of such information if they should differ from this Privacy Policy.

When SpeechGear may share collected information. SpeechGear may share Personal Information within SpeechGear to fulfill its obligations to you and operate its business consistent with this Privacy Policy and applicable data protection law. In addition to what is expressly stated in this Privacy Policy, we may also share your Personal Information with third parties in the following situations:

SpeechGear Affiliates, Vendors and Suppliers. SpeechGear works with affiliated third parties, vendors, distributors, and suppliers. To the extent it is necessary for these groups to provide their products and services to us and provide products and services you have requested, these third parties may have access to or process your Personal Information and/or Speech Data. SpeechGear may also sometimes permit our authorized service providers to have access to aggregate statistics about our customers, sales, traffic patterns, and related Website or Application information. These transfers of aggregate statistics do not involve Personal Information or data.

Recruitment and Job Applications. Residents of the United States may provide us with Personal Information through our Websites. Personal information such as that contained on a resume or curriculum vitae may be submitted in connection with a job application or inquiry. We may use this information throughout SpeechGear (worldwide) for the purpose of employment consideration or your inquiry. We may keep your information on file for future consideration.

Enabling Services. SpeechGear offers a variety of services and functions through its Websites ("SpeechGear Services"). Personal Information that is collected through a Website may be used and/or disclosed to third parties in order to enable us to provide SpeechGear Services. For example, a SpeechGear Website may allow you to interface with a third-party website or application. To facilitate that connection, we may use your Personal Information and/or disclose your Personal Information to third parties.

Public Areas. Any information disclosed in public areas of a SpeechGear Website or to the extent possible in a SpeechGear Product or other website (Facebook, YouTube, Twitter, etc.) will become public information. We cannot control the use of information disclosed in public forums, such as open rooms on the Websites, forums, bulletin boards, blogs, chat rooms, and networking functions of mobile-device applications. You should exercise caution when disclosing information in these public areas and be careful how you disclose your Personal Information. Content posted in public areas of the SpeechGear Website or SpeechGear Products, including advice and opinions, represent the views and is the responsibility of those who post the content. SpeechGear does not necessarily endorse, support, verify, or agree with the content posted.

addresses of those third parties. Requests may be made only once a year and are free of charge. Under Section 1798.83, we currently do not share any personal information with third parties for their direct marketing purposes. You may choose to opt-out of the sharing of your personal information with third parties for marketing purposes at any time by submitting a request in writing to SpeechGear, Inc, 205 South Water Street, Northfield, MN 55057 or by emailing us at legal@speechgear.com. It is important to note that this opt-out does not prohibit disclosures made for non-marketing purposes or for purposes of assisting us with our own marketing.

Cookies. SpeechGear uses “cookies” to help personalize your use of our site, including for storing user preferences, such as your language preference. A cookie is a text file stored on your computer. Cookies store bits of information that we use to help make our site work. They cannot run any code and do not contain viruses. No one can read our cookies except us.

Information About Cookies. A cookie is a text file stored on your computer. Cookies store bits of information that we use to help make our site work. They cannot run any code and do not contain viruses. No one can read our cookies except us.

How We Use Cookies. SpeechGear uses cookies to improve your experience on this site; some are essential to the proper function of this site. We also use cookies to help us understand how people use our site and to serve SpeechGear ads when you visit other sites.

Types of Cookies We Use

Security: These cookies allow us to secure access to your account

- Preference: These cookies are used to store your preferences like language choice and display of job search results
- Analytics: We track site traffic patterns so we can identify popular site content and potential site problems
- Advertising: We use non-identifiable information about you to show you advertising on our site

Your Choices Regarding Cookies. You can choose to have your computer warn you each time a cookie is being set, or you can choose to turn off all cookies. You do this through your browser settings. Each browser is a little different, so look at your browser’s Help menu to learn the correct way to modify your cookies. If you clear your cookies, you will need to opt out again. If you use a different computer or browser, your choices will not be carried over. SpeechGear adheres to the Self-Regulatory Principles for Online Behavioral Advertising from the Digital Advertising Alliance. You can opt out of targeted advertising by third parties by setting your browser to decline third party cookies. You can also delete the advertiser’s cookie each time. Many of the third parties are members of the Network Advertising Initiative. You can opt-out of targeted advertising by all NAI members by visiting the NAI site. The cookies and other information stored in your terminal will not be kept beyond 13 months after your last

Terms of Use

SpeechGear Inc. ("SpeechGear," "www.streamer.center," "Streamer," "we," "us" or "our") provides the www.streamer.center website (the "Site"), affiliated software and mobile applications (the "Apps"), and the services provided by or through the Site and the Apps (collectively, the "Services") subject to these terms and conditions of use, and all policies and guidelines referenced herein (as amended from time to time, the "Terms").

Services Description

The Services capture audio input through Devices (as defined below) to provide real-time transcription, translation, captions and editing capabilities to empower deaf and hard of hearing individuals and non-bilingual individuals to better participate in conversations. A "Device" is any computer used to access the Services, including, without limitation, a desktop, laptop, mobile phone, tablet, or other device. Subject to the terms, conditions and limitations set forth in the Terms, we grant you a nonexclusive, non-transferable and revocable license to use the Services on any compatible Device.

Privacy

Please refer to our Privacy Policy for information on how SpeechGear collects, uses and may disclose your information (such as the Account Name and email address you enter when you create a Streamer™ account) when you use the Services. The Privacy Policy is incorporated into and subject to these Terms, and by agreeing to these Terms, you are acknowledging and accepting the Privacy Policy.

Registration and Creation of an Account

You may be required to register and subscribe with us in order to access and use certain features of the Services. If you are under 13 years of age, you are not authorized to use the Services, with or without registering. In addition, if you are under the age of majority in your jurisdiction (e.g., under 18 in the United States), you may only use the Services, with or without registering, with the approval of your parent or guardian. You agree to provide accurate, current and complete information about you as may be prompted by any registration forms ("Registration Data") and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete. You are responsible for maintaining the confidentiality of your login credentials and account and are fully responsible for any and all activities that occur under your account. You agree to (i) immediately notify us of any unauthorized use of your login credentials or account or any other breach of security; and (ii) ensure that you exit from your account at the end of each session when accessing the Services.

General Practices and Modifications to Services

You acknowledge that SpeechGear may establish general practices and limits concerning use of the Services, including, without limitation, the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on SpeechGear's servers on your behalf. The Services may evolve over time as we refine and add more features. We reserve the right to modify, limit, suspend or discontinue, temporarily or permanently, the Services (or any part

see our Privacy Policy for more information about how SpeechGear collects, uses, stores and discloses personal information collected through our Services, and how to opt-out of communications.

User Conduct

You acknowledge and agree that when you and others interact with SpeechGear, SpeechGear may capture audio recordings of such interactions (the "Recordings") in order to transcribe, translate and create captions or translations for you (the "Captions"). You agree that SpeechGear and its licensees and contractors may use and store any such Captions and/or Recordings, and any speech data contained therein (the "Speech Data"), including your voice and likeness (and others' voices and likenesses) as may be captured therein, to provide, maintain and improve the Services, including for research and development purposes, and for other purposes as set forth in the Privacy Policy. To the extent that others' voices and likenesses have been captured by you using the Services, you agree that you have obtained the requisite consent required in your jurisdiction from such individuals sufficient to grant a license to SpeechGear as required by these Terms.

You are solely responsible for all information, data, text, audio, sound, Recordings, Captions, Speech Data, images, graphics, messages or other materials that you receive, send, post, publish, display or email or otherwise use via the Services ("Subscriber Content"). You, and not SpeechGear, are responsible for maintaining and protecting all Subscriber Content that you receive, caption, send or store on the Services. If you authorize third parties to access your Subscriber Content through the Services, you agree that we are permitted to provide to them the Subscriber Content, and that we have no responsibility or liability for their use of such Subscriber Content. SpeechGear will not be liable for any loss or corruption of Subscriber Content, or for any costs or expenses associated with backing up or restoring any Subscriber Content. Although we do not pre-screen Subscriber Content, SpeechGear and its designees will have the right (but not the obligation), in our sole discretion, to refuse, remove, screen or edit without notice any Subscriber Content transcribed, stored or available on the Services that we believe violates these Terms or is otherwise objectionable.

The capture of Recordings and the real-time transcription and translation of such Recordings into Captions are not always accurate or error-free and may not reflect the words or intent of the speaker. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any Subscriber Content, including any reliance on the accuracy, completeness, or usefulness of such Subscriber Content.

User Restrictions

You agree not to do, or authorize or permit any third party to do, any of the following: (i) eavesdrop on conversations without disclosing that SpeechGear and the Services are being used and obtaining consent from such conversers; (ii) use the Services in any jurisdictions where such use would be illegal (e.g., without obtaining the requisite consent from participants, as required in such jurisdiction); (iii) use the Apps and Services for purposes other than for accessibility to or transcription or translation of conversations; (iv) use the services in any situation or application where the translation or captioning quality and/or software performance is of importance including but not limited to the use of the services in medical, emergency response, and/or legal situations and/or applications; (v) create an API for the Apps or Services or in any way use the SpeechGear generated transcriptions and/or translations within another software application developed by a firm other than SpeechGear or its subsidiaries; (vi)

You acknowledge and agree that we may preserve Subscriber Content and may also disclose Subscriber Content under certain limited circumstances as set forth in the Privacy Policy. You understand that the technical processing and transmission of the Services, including your Subscriber Content, may involve (a) transmissions over various computer networks; and (b) changes to conform and adapt to technical requirements or limitations of connecting networks or Devices.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services (the "Submissions"), provided by you to us are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Trademarks and Third-Party Trademarks

SpeechGear's brand, name, logos and any other product, service name or slogan included in the Site, the Apps and the Services are trademarks of SpeechGear and may not be copied, imitated or used, in whole or in part, without the prior written permission of SpeechGear. In addition, the look and feel of the Services, including all custom graphics, button icons and scripts are the service marks, trademarks and/or trade dress of SpeechGear and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services (the "Third Party Trademarks") are the property of their respective owners, and the use of such Third Party Trademarks will inure to the benefit of each trademark owner. The use of such Third Party Trademarks is intended to denote interoperability and does not constitute: (i) an affiliation by SpeechGear and its licensees with such company; or (ii) an endorsement or approval by such company of SpeechGear and its licensees and its products or services.

Copyright

We respect others' intellectual property and we ask that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent:

SpeechGear, Inc. 205 South Water Street, Northfield, MN 55057 legal@speechgear.com

Other Content

The Services and the Subscriber Content may contain links to third-party websites or resources. SpeechGear does not endorse and is not responsible or liable for their availability, accuracy, content, products, or services. You are solely responsible for your use of any such websites or resources.

User Disputes

OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE. SPEECHGEAR DOES NOT WARRANT THAT: (A) THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE ACCURATE OR MEET YOUR REQUIREMENTS; (B) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR (C) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY SPEECHGEAR OR ITS AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY.

Limitation of Liability

You acknowledge and agree that SpeechGear is not liable to you for any of your use of the Services or for any faulty capture of audio and errors or omissions in transcriptions, translations, or captions. You agree that we have no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Services, and you agree not to treat the Services as providing reliable storage of data or other content. You agree that we will not be liable to you or to any third party for any modification, limitation, suspension or discontinuance of the Services. In addition, under no circumstances will SpeechGear be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content.

WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SPEECHGEAR OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSEES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS OR OTHER INTANGIBLE LOSSES) DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE, MISUSE OR THE INABILITY TO USE THE SERVICES; (II) INACCURATE CAPTIONS OR TRANSCRIPTIONS OR TRANSLATIONS PROVIDED BY THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (V) ANY BREACH OF THESE TERMS BY YOU; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT WILL SPEECHGEAR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID SPEECHGEAR IN THE LAST THREE MONTHS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

Legal Compliance

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Jurisdiction

upgrades or supplements to the original Services, unless such upgrade or supplement is accompanied by separate terms, in which case those terms will govern.

Modifications to Terms

We may revise these Terms from time to time without notification, although if a revision, in our sole discretion, is material we will notify you. Other changes may be posted to our terms page, so please check that page regularly. By continuing to use the Services after changes to the Terms have been posted, you are agreeing to be bound by the new Terms. If you do not agree to the new Terms, you must stop using the Services.

Assignment

You may not assign any of your rights in these Terms, and any such attempt is void. We may assign its rights, with or without notice to you, to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Force Majeure

WE WILL NOT BE LIABLE FOR FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT CAUSED BY CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF OUR SERVICES.

Severability

These Terms apply to the maximum extent permitted by relevant law. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.

Waiver

SpeechGear's failure to enforce a provision is not a waiver of our right to do so later.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at SpeechGear, Inc, 205 South Water Street, Northfield, MN 55057 or 507-664-9123.

Questions? Concerns? Suggestions?

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Supporting Success for Children with Hearing Loss Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2703 Shamrock Drive

6 City, state, and ZIP code

San Angelo, Texas 76904

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 3 2 0 3 7 2 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Karen L. Anderson

Date ► **January 1, 2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Date: July 25, 2023

Subject: Requested Contractual Items

SpeechGear (DBA Auditory Sciences) agrees to the following requested items:

- **"Opt Out" Clause:** Streamer™ subscriptions can be canceled at any time by either party.
- **The Contract can have NO Late Fees:** No late fees will be charged for late payments.
- **Legal Derestriction:** Any Potential Court activity and the governing law, including arbitration, will occur Kentucky and/or Kenton County.

As always, if you have any questions please let us know and we'll be glad to assist. We can be reached at +1-507-645-8924 or by email using accounting@auditorysciences.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Palmquist".

Robert Palmquist