

MidSchoolMath, LLC
PO Box 2276
Taos, NM 87571
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Quote

ADDRESS

Ballyshannon Middle School
7515 Shamrock Ave
Union, KY 41091

QUOTE # MSM-2315

DATE 03/06/2024

EXPIRATION DATE 04/06/2024

| SKU | PRODUCT/SERVICE | QTY | RATE | AMOUNT |
|---------------|---|-----|-------|--------------------|
| 6150000000006 | Student Subscription - Grade 6 (2 Years) Core Curriculum by MidSchoolMath: Grade 6 Student Subscription for 2 Years Includes full online access to all digital materials and printable PDFs, plus system and material updates | 200 | 58.95 | 11,790.00 |
| 6150000000007 | Student Subscription - Grade 7 (2 Years) Core Curriculum by MidSchoolMath: Grade 7 Student Subscription for 2 Years Includes full online access to all digital materials and printable PDFs, plus system and material updates | 175 | 58.95 | 10,316.25 |
| 6150000000008 | Student Subscription - Grade 8 (2 Years) Core Curriculum by MidSchoolMath: Grade 8 Student Subscription for 2 Years Includes full online access to all digital materials and printable PDFs, plus system and material updates | 190 | 58.95 | 11,200.50 |
| TOTAL | | | | \$33,306.75 |

Accepted By

Accepted Date

Terms of Use

Founded as the direct result of research into the US Math Crisis, MidSchoolMath, LLC (“MidSchoolMath” or “We”) focuses directly on the breaking point: middle school grades. All components and elements of Core Curriculum by MidSchoolMath, including tools, applications, games and dashboards accessed via midschoolmath.com (collectively referred to as the “system”), have been developed to create new levels of student engagement and learning.

The following Terms of Use (“Terms”) protect both MidSchoolMath and all System users, ensuring that system use is a helpful, reliable and rewarding experience for all. Please note that these terms are intended to provide general information regarding the system and do not govern licensing relationships, purchase terms or third-party products that may be linked to by the system.

About these Terms

These terms apply to use of all digital properties accessible through midschoolmath.com. As a user, “you” agree that that these terms apply to subscriptions/licenses you purchase or purchased on your behalf and all free content you access and utilize. By visiting and using midschoolmath.com, you agree to these terms. MidSchoolMath may modify these terms at any time, including the Privacy Policy. Changes and modifications shall be effective immediately upon notice. Your continued use of the system will signify acceptance of any change in the terms and conditions. These system contains a limited number of links to external websites or online programs that MidSchoolMath does not operate. We are not responsible for the content of these offerings, privacy practice or terms of use for these external sites.

If you are agreeing to these Terms on behalf of a school, school district or other educational institution or organization (collectively, known as “school”) for the purposes of providing the system to students, you represent and warrant that you are an authorized representative of the school and agree to these Terms on the school’s behalf.

Privacy Policy

MidSchoolMath has a Privacy Policy that describes how we use, share, and protect information that we collect from teachers, students and school district administrators who use the system. This Privacy Policy is considered an important part of these Terms of Use. We value the trust you have placed in us to make quality educational content and collect only information that is necessary and creates the lowest possible risk for users.

The Privacy Policy and these Terms of Use provide important detailed information on personal information and student data that is shared within the system and MidSchoolMath would like to emphasize these important elements:

We DO NOT and WILL NEVER sell or share student data with third parties for the purposes of targeted advertising or development of marketing profiles
We DO NOT and WILL NEVER claim ownership of student data

User License & Standards of Conduct

All users are granted a limited, non-exclusive, non-assignable and non-transferrable license to access and use the system for academic instruction and student support as it is intended. Use of the site for commercial use, or any other purpose not outlined in these Terms of Use, is a violation of the system and an infringement on MidSchoolMath's copyright and proprietary rights.

Users agree to comply with all governmental laws, statues, ordinances and regulations regarding your system use. Users may not engage in (or attempt to engage in) activities with intent to interrupt, damage or impair the service or engage in any activity that interferes with another users' system access and use. This includes, but is not limited to the following:

Any non-academic, commercial use of system content.

Accessing or copying any part of the system using any unauthorized "bot," "spider," "scraper" or other automated means.

Disruption or interference (or attempts to disrupt or interfere) with the normal operation, navigation or availability of the system.

Disassemble or reverse engineer any software or other technology used in or available through the system.

Circumvent measures used to limit system access and select content.

Maintaining links, sites, advertising or frames that suggest a relationship between the system and any non-authorized third party, including use of information regarding licensing, sales and pricing.

Maintain links to the system from any non-approved websites or any links that MidSchoolMath may asked to have removed.

Use the system to advertise or promote any goods or services not related to MidSchoolMath. This includes chain letters, junk mail, "spamming," solicitations (commercial or non-commercial), or bulk communications of any kind.

Use of the system to transmit or collect personally identifiable information about other users.

Use of the system to transmit or create material that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable, or that

encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation. Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity or affiliation. Use any other subscriber's information, personal or otherwise, for any commercial purpose or to obtain direct financial gain.

You acknowledge that MidSchoolMath has the right, but no obligation, to monitor all activity relating to the system. MidSchoolMath may disclose any information necessary to protect MidSchoolMath's customers, and to comply with legal obligations or governmental requests. MidSchoolMath reserves the right, in its sole and absolute discretion, to monitor and edit postings and registrations, remove them, and cause them not to be registered, posted, published, uploaded or distributed at any time and for any reason or no reason. MidSchoolMath reserves the right to change the system at any time at its sole discretion without notice to users. MidSchoolMath may deny access to the Website to anyone at any time for any abuse, or for potential breach of privacy.

MidSchoolMath reserves the right to terminate system licenses and access, take other remedial actions, and/or seek any remedies permitted by law for users who violate these Terms of Use and Standards of Conduct. MidSchoolMath will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Use and Standards of Conduct. If MidSchoolMath terminates system access, you must immediately stop using the system. Any termination will not affect MidSchoolMath's rights as to any violation of these Terms of Use by you.

Security Safeguards

Users with access to password-protected areas of the system agree to keep all user (student, teacher and administrator) logins and passwords confidential and may not permit use of accounts by anyone else. You accept responsibility for all activities that occur under your account. If you have reason to believe that someone is using your account without your permission, you agree to contact us immediately. MidSchoolMath is not responsible for any loss or damage resulting from unauthorized use of user accounts. You acknowledge that the Internet is a network of computers worldwide, and that information is routed via third party computers to and from MidSchoolMath, and that MidSchoolMath is not responsible for lapses in online security and does not assume liability for improper use of your information by a third party.

MidSchoolMath uses commercial grade servers with industry-standard encryption technology. Security system evaluations and upgrades are conducted regularly, no less than once per year. MidSchoolMath has have implemented administrative, physical and technical safeguards that are designed to secure and protect all personal information within the system,

including personal information and student data, from unauthorized access or disclosure. In the unlikely event that a unauthorized party gains access to student data or personal information, we will notify you as required by applicable law and the terms of our Agreement. We will always attempt to determine the scope of the breach and immediately work to restore the integrity of the system in accordance with these terms.

System Offerings

MidSchoolMath may change the system and offerings at any time. Typically, these changes will be communicated to contracted license holders in advance. While drastic and unforeseen changes are rare and unexpected, please note MidSchoolMath still reserves the right to change the system products, services and offerings; impose new conditions on product licenses or restrict or terminate system access at any time. MidSchoolMath will not be liable to users or third parties for these actions.

Copyright Protection & Infringement

The system trademarks, system content and technology used to deliver content are the property of MidSchoolMath (unless otherwise noted) and are protected by intellectual property laws in the US and other countries. MidSchoolMath retains all right, title and interest in the system, system content and technology. Users must comply with all relevant laws and agree to not remove, obscure or alter any trademark or copyrights or use in ways that will cause confusion or discredits MidSchoolMath. Select system content, such as the dy/dan math tasks, has been developed by third-party entities who have authorized it for use within the MidSchoolMath system; this content is attributed and MidSchoolMath does not hold copyright for it but uses it with permission.

Users are permitted to access and use the system for non-commercial, academic purposes. Users have access to all system elements included in their license and may download, save and print Student Workbooks, Teacher Guides, Practice Printables, Digital Lesson Plans, Teacher Instruction Videos, Teacher Instruction Powerpoints and any additional related resources for academic use in their license-holding school. Users may not distribute these resources, or other digital content within the system, to any unlicensed users at other schools or represent themselves as the author or developer of these materials.

MidSchoolMath does not claim ownership of materials (other than the underlying system software, printables or frameworks) created and submitted by users for display or distribution in the system (referred to as User Generated Materials). Users own all rights to User Generated Materials. By sharing them via the system, creators grant MidSchoolMath an irrevocable, perpetual fully-paid worldwide license to use, distribute, display or otherwise use User Generated Materials without compensation or notification to or permission from the user.

MidSchoolMath respects the intellectual property rights of others. User Generated Materials found to violate IP or copyright law will be removed from the system. If you believe your

copyright is being infringed upon, please provide written notice pursuant to Section 512 of the Copyright Act (17 U.S.C. § 512) to MidSchoolMath (designated agent) at: Copyright Agent; MidSchoolMath, PO Box 2276, Taos, NM 87571.

Intellectual Property

MidSchoolMath and the MidSchoolMath logo, and certain other names, logos, and materials displayed in the system (including but not limited to Core Curriculum by MidSchoolMath, The Math Simulator, Test Trainer Pro, Ko's Journey, Empires and Fate and Fortune), may constitute trademarks, trade names, or service marks ("marks") of MidSchoolMath. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with MidSchoolMath. Content on the MidSchoolMath System, including without limitation, the software, videos, simulators, text, games and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by MidSchoolMath or its licensors. Other than with respect to your own User Submissions and Generated Materials, (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of MidSchoolMath and its applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content. Any reproduction or redistribution of system content not in accordance with your User License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties.

Disclaimer & Limitations of Liability

Though we strive to provide information and resources of the highest quality and standard, MidSchoolMath cannot guarantee the accuracy or completeness of any information or content. The system, including all free and licensed user content, is provided "As Is" and "As Available" and with all defects and errors. To the maximum extent permitted by law, MidSchoolMath makes no other warranties, express or implied, as to noninfringement of third-party rights, merchantability or fitness for any particular purpose.

Without limiting the generality of the foregoing, MidSchoolMath assumes no liability for damage to any computer system on which the system is used or content is installed, for corruption of any data translated or for losses arising due to the acts or omissions of third parties. MidSchoolMath makes no warranties that the system will be error-free or uninterrupted. While MidSchoolMath strives to ensure that defects will be corrected, MidSchoolMath makes no guarantee or that your use of the system will provide specific results. MidSchoolMath shall not be liable for indirect, special incidental or consequential damages or loss of profit or business opportunity arising out of or in connection with the use or performance of the system. You assume responsibility for your use of the system and your sole remedy against MidSchoolMath for dissatisfaction with the system is to stop using the

system and any and all such content. This limitation of relief is a part of the bargain between the parties.

The system may contain links to other web sites. Such linked sites are not under MidSchoolMath's control, and MidSchoolMath is not responsible for the content contained outside of the system. MidSchoolMath makes no representations as to the quality, suitability, functionality or legality of any digital properties to which we may provide links and you hereby waive any claim you may have against MidSchoolMath with respect to such digital properties.

Indemnification

You agree to indemnify and hold MidSchoolMath and its officers, directors, employees, consultants and agents harmless from any demands, loss, liability, claims or expenses (including attorney's fees), made against that parties may incur as a result of or arising from your use of the system and your (or anyone using your account's) violation of these terms.

If you violate these Terms, and someone makes a claim against us as a result, you must make us whole. You agree to defend, indemnify, and hold us harmless against any and all claims or demands, including damages, costs and expenses, or attorneys' fees arising from or related to your (or anyone using your account) use or misuse of the system. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this section without our prior written approval.

Miscellaneous Provisions

Governing Law: These terms and the relationship between you and MidSchoolMath, shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of New Mexico, US. By registering for and/or using the system, you consent and submit to the exclusive jurisdiction of the state and federal courts located in Taos and Santa Fe, New Mexico.

Modifications: These Terms may be revised periodically and this will be reflected in the "date last modified" set forth below. Your continued use of the MidSchoolMath System following such update constitutes your agreement to the revised Terms. You can see the history of the changes to our Terms here. If you object to any such changes, your sole recourse will be to cease using the system. Continued use of the MidSchoolMath system following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. MidSchoolMath reserves the right to modify or discontinue the system with or without notice to you.

Date Last Modified: April 28, 2021.

Severability: If any provision of these Terms is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, the remainder of the Terms shall continue in full force and effect. Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations and exclusions may not apply to you.

Entire Agreement: These Terms and our Privacy Policy, together with any additional terms to which you agree when using particular elements of the system (e.g., terms relating to the payment of fees), constitute the entire and exclusive and final statement of the agreement between you and MidSchoolMath with respect to the subject matter hereof, and govern your use of the system, superseding any prior agreements or negotiations between you and MidSchoolMath with respect to the subject matter hereof.

Questions and Concerns

If you have any questions or concerns about these Terms or the system, please contact us at: MidSchoolMath, PO Box 2276, Taos, NM 87571, info@midschoolmath.com

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and MidSchoolMath (“Vendor”), and is intended to amend, modify, and supplement the 24-25 Purchase (hereinafter, the “Agreement”).

WHEREAS, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties’ Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Definitions for Addendum. For the purpose of this Addendum, the following definitions shall apply:

- 1.1 “Confidential Student Information” shall mean all information, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties’ Agreement.
- 1.2 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement.
- 1.3 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

Section 2. Student Privacy Acknowledgements. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

Section 3. Vendor’s Obligations. Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor’s interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the student’s parent/guardian.

Section 4. Ownership of Data. As between District and Vendor, the District retains ownership of all data provided to Vendor pursuant to the Parties’ Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 5. Data Transmission. The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion

which comply, as appropriate, with National Institute of Standards and Technology (“NIST”) Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards (“FIPS”) 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify BCS and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

Section 6. Security of Data at Rest. Vendor acknowledges that it is responsible for implementing robust measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any data onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States. In the event of any security incidents or breaches affecting data at rest, the Vendor agrees to promptly notify the Client and take necessary remedial actions to mitigate the impact.

Section 7. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student’s parent/guardian. 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 purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

Section 8. Security Breach Remediation and Notice. Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931, Vendor shall notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a security breach relating to the personal information in the possession of Vendor. The notice to the District shall

include all information the nonaffiliated third party has with regard to the security breach at the time of notification. In the event of a security breach relating to the personal information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933. In the event of a suspected or confirmed breach, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all provisions of KRS 61.931-.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such security breaches.

Section 9. Cloud Computing Service Providers. If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission; (b) 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 advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 10. Advertising Limitations. Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement.

Section 11. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein.

Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 12. Law Enforcement or Court-Mandated Disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

Section 13. Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration, or other conclusion of the Parties' Agreement, Vendor shall return all District Data in the possession of Vendor, its subcontractors, or agents to the District, unless otherwise directed by the District in writing that such Client Data alternatively be destroyed. Vendor shall complete such return or destruction within thirty (30) calendar days of the termination of this Agreement and shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such return or destruction.

Section 14. Insurance. Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

Section 15. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 16. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In

the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 17. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

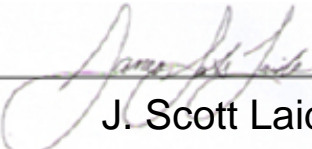
By: _____

Date: _____

Printed Name: _____

Title/Position: Boone County Schools, Board Chair

[VENDOR NAME HERE]

By  _____
Pr J. Scott Laidlaw _____

Date: 3/5/24

Title/Position: CEO & Co-Founder