

DeltaMath Solutions Inc.  
PO Box 23440  
New York, NY 10087-3440  
orders@deltamath.com



## Quote

### ADDRESS

Travece Turner  
Ockerman Middle School  
8300 Us 42  
Florence, KY 41042

QUOTE # 38208  
DATE 03/08/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>24-25 INTEGRAL School License</b>	*2-YEAR* Schoolwide license for DeltaMath INTEGRAL, SY 24-25, 25-26 for all teachers/students. Includes instructional videos, creation of online assessments, school admin portals, print to pdf, student upload of notes, integrations, and additional features.	2	1,500.00	3,000.00

MULTIYEAR	SUBTOTAL	3,000.00
Schools covered by this license: Ockerman Middle School	TAX	0.00
	TOTAL	<b>USD 3,000.00</b>

\*Approximately 650 students

Integrations: Canvas

Please send PO's electronically  
to: orders@deltamath.com

W9: <https://www.deltamath.com/files/w9.pdf>

Accepted By

Accepted Date



# Terms of Service

*Effective Date: November 16, 2022*

Thank you for your interest in using the online services operated by DeltaMath ("DeltaMath", "we" or "us"). These Terms of Service ("Terms" or "Agreement") govern your use of DeltaMath's online services (the "Services"). Please continue reading to learn about the terms by which you may use our Services.

These Terms apply to all schools, school districts, or teachers (collectively referred to as "Schools") as well as students and parents, who use the Services; (collectively along with "Schools" referred to as "Users" or "you").

Any material change to these policies will be announced via a banner message displayed on this website.

By accessing or using the Services, creating an account, or by otherwise affirmatively stating your desire to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the DeltaMath [Privacy Policy](#), otherwise you may not use the Services. Because our Services change relatively often, the terms in this Agreement and our [Privacy Policy](#) may change too. Upon making changes, we will update the "Effective Date" found at the top of this

page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

## **DeltaMath's Service**

DeltaMath is an online math practice and learning site. Students will register with a teacher code and complete assignments made by their teacher.

As long as you are complying with all of the terms and conditions of this Agreement, DeltaMath gives you permission to access and use the Service. The Service is available for your personal, noncommercial use. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. We may also stop providing Service to you, or add or create new limits to our Service or restrict your access to all or part of the Service at any time without notice or liability.

In particular, individual teacher licenses, paid or unpaid, are intended for single-teacher use. We reserve the right to reach out to end-users and/or revoke access in cases where it appears more than one teacher is using an account without our prior consent.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

## **Refund Policy**

Refunds for site or individual teacher licenses are available within one month (30 days) of purchase. Full or partial refunds are not available after that time, and in no case will unused licenses roll over to the next school year. Contact [orders@deltamath.com](mailto:orders@deltamath.com) to request a refund.

## **Personal Information and Student Data**

The U.S. Children’s Online Privacy and Protection Act (“COPPA”) requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13 (whether in the U.S. or elsewhere), you represent and warrant that you have received consent from parents, or have the authority to provide consent on behalf of parents, for us to collect information from students before allowing children under 13 to access DeltaMath Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as DeltaMath.

When DeltaMath is used by a School for an educational purpose, DeltaMath may collect or have access to Student Data that is provided by the School or by the Student. “Student Data” is personal information that is directly related to an identifiable Student and may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

**Confidentiality.** DeltaMath agrees to treat Student Data as confidential and not to share it with third parties other than as described in these Terms, and in our [Privacy Policy](#).

**Student Data Access.** You authorize DeltaMath to access or collect Student Data for the purpose of providing the Service. In the U.S., DeltaMath shall collect and process Student Data as a School Official with a legitimate educational interest pursuant to FERPA 34 CFR Part 99.31(a)(1).

**Personal Information and Student Data Consents and Authority.** If you are School User, you represent and warrant that you have provided appropriate disclosures to your School and to parents regarding your sharing such Personal Information with DeltaMath. Both Parties agree to uphold their obligations under the Family Educational Rights and Privacy Act (“FERPA”), the Protection of Pupil Rights Amendment (“PPRA”), and the Children’s Online Privacy and Protection Act (“COPPA”) and applicable State laws relating to student data privacy. DeltaMath relies on each School to obtain and provide appropriate consent and disclosures, if necessary, for

DeltaMath to collect any Student Data, including the collection of Student Data directly from students under 13, as permitted under COPPA. You agree to comply with these Terms and all laws and regulations governing the protection of personal information, including children's information, and the sharing of student education records.

**Use of Student Data.** By submitting or providing us access to Student Data, you agree that DeltaMath may use the Student Data solely for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent. DeltaMath shall not use Student Data to engage in targeted advertising.

**Use of Anonymized Student Data.** You agree that we may collect and use data derived from Student Data for our own purposes, such as for product development, research analytics, and marketing our Service, provided that such data will be de-identified and/or aggregated to reasonably avoid identification of a specific individual.

**Use of Personal Information for Marketing.** You agree that DeltaMath may provide information about new DeltaMath features and offerings to school or district administrative users and teachers from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, DeltaMath shall never use Student Data to engage in targeted advertising, nor shall DeltaMath direct advertising to student users.

**Third-Party Service Providers.** You acknowledge and agree that DeltaMath may provide access to Student Data to our employees and service providers, which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

**Student Data Retention and Deletion Requests.** DeltaMath retains Student Data, but for educational purposes only. Oftentimes students will want to refer back to their DeltaMath student accounts for

college or other future courses. However, if a student does not utilize their account for a period of two years, their account and personally identifiable information will be deleted. Additionally, Schools may request that we delete Student Data in our possession at any time by providing such a request in writing. We shall respond to the deletion request as soon as possible, but in most instances within 45 days, other than for data stored on backup tapes which shall be deleted in the ordinary course of business. A Parent seeking to modify, correct, or delete personal information in a Student Account that is connected to an active School account will be instructed to contact the School to discuss data deletion or modification. We are not required to delete data that has been derived from Student Data so long as it has been anonymized such that it does not reasonably identify an individual.

## Use License

The Service and the DeltaMath Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. “DeltaMath Technology” means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including DeltaMath proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, graphs, photographs, images, illustrations and the design, structure, sequence and “look and feel” of the Services, and all other intellectual property. DeltaMath Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the DeltaMath Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any DeltaMath Technology.

Using our Service does not give you ownership of any intellectual property rights in our Service or the DeltaMath Technology. You may

not use content from our Services, unless you obtain permission from its owner or are otherwise permitted by law. Don't remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

By using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated "scraping"; (ii) use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the DeltaMath servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) transmit any malicious software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined above), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content.

## Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our [Privacy Policy](#) which explains

how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that DeltaMath can use such data in accordance with our [Privacy Policy](#).

## Passwords and Security

You are responsible for maintaining the confidentiality of your DeltaMath password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify DeltaMath of any unauthorized use of your password or any other breach of security related to the DeltaMath Services. DeltaMath may require you to alter your password if we believe that your password is no longer secure.

## Links

DeltaMath has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by DeltaMath of the site. Use of any such linked website is at the user's own risk.

## Modifications

DeltaMath may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

## Disclaimer and Limitations of Liability

a. You agree that use of the DeltaMath services is at your sole risk. The DeltaMath services are provided on an “as is” and “as available” basis. DeltaMath expressly disclaims all warranties of any kind, whether express or implied, with respect to the DeltaMath services, including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement. You acknowledge that access to data and materials



available through the DeltaMath services is not guaranteed and that DeltaMath will not be responsible to you for any loss of data or materials caused by the DeltaMath services or their unavailability. You understand and agree that any data, materials, services and/or information downloaded or otherwise obtained through the use of the DeltaMath services is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

b. Under no circumstances will DeltaMath or its officers, employees, directors, shareholders, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of money, revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the DeltaMath services.

c. If, notwithstanding these Terms, DeltaMath is found to be liable to you or any third party in connection with your use of the DeltaMath services, the total liability of DeltaMath and its officers, employees, directors, shareholders, agents, or licensors to you or to any third party is limited to one hundred U.S. Dollars (\$100).

d. *Exclusions And Limitations.* Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that DeltaMath may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of DeltaMath's liability will be the minimum permitted under such applicable law.

## **Indemnification**

You agree to indemnify, defend, and hold harmless DeltaMath and its officers, directors, employees, consultants and agents from and

against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. DeltaMath reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with DeltaMath's defense of such claim.

## Termination

This Agreement shall remain in full force and effect while you use the Service. DeltaMath may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

## Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. DeltaMath shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DeltaMath's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with DeltaMath's prior written consent. DeltaMath may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the State

of New York without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and for all purposes of this Agreement, you and DeltaMath consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with DeltaMath that governs your use of the Service (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind DeltaMath in any respect whatsoever.



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## ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and **DeltaMath Solutions Inc.** (“Vendor”), and is intended to amend, modify, and supplement the \_\_\_\_\_ (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

**DeltaMath Solutions Inc.**

By: 

Date: 2/26/2024

Printed Name: Kayla Molina

Title/Position: Program Associate