

Sales Order For:		Contact Information:	
<b>Account</b>	BOONE CO	<b>Company Name</b>	Nearpod, LLC
<b>Address</b>	8330 US HIGHWAY 42 FLORENCE, Kentucky 41042 UNITED STATES	<b>Address</b>	2911 Peach Street Wisconsin Rapids, WI 54494
<b>Contact</b>	Bonita Bolin	<b>Nearpod Contact</b>	Gerald Fanion gerald.fanion@nearpod.com
		<b>Company Phone</b>	305-677-5030
<b>Service Start:</b>	07/01/2024	<b>Please Note:</b> If you are a <i>Tax-Exempt Customer</i> , please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.	
<b>Service End:</b>	06/30/2025		
<b>Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.</b>			

## PRODUCTS

Product	Quantity	Total
<b>Flocabulary Plus (4 Schools)</b> - Ballyshannon Middle School - Steeplechase Elementary - Thornwilde Elementary - Yealey Elementary	1 - Partial District License; 4 Schools	\$16,800.00
	<b>Total</b>	(USD) \$16,800.00

## Product Description Detail

### Flocabulary Plus

Flocabulary Plus

Unlimited access to Flocabulary including:

- 750+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments
- Upcoming comprehension content and features exclusive to Flocabulary Plus with 200+ new lessons and a new interactive activity

## Training Policy

### Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

### Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

### Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

**Terms**

This Sales Order is valid until: 03/21/2024

Service will run from 07/01/2024 until 06/30/2025, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$16,800.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Terms of Service and License Agreement and Data Protection Addendum available at: <https://docs.renaissance.com/R67464>.

**Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.**

**If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.**

**Purchase Order Information (REQUIRED):**

Yes [  ] – Please provide PO number below

No [  ]

PO Number: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Exempt #: \_\_\_\_\_

# Flocabulary Terms of Use

## Flocabulary® Terms of Use

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## Changes to the website

Renaissance may update the content on or service provided via this Website from time to time. You acknowledge that the content and services are not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material unless specifically provided.

## Accessing the website and account security

Renaissance reserves the right to withdraw or amend this Website and any services provided on the Website, in its sole discretion without notice. Renaissance will not be liable if for any reason all or any part of the Website or service thereof is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.

- Ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

To access the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website, including but not limited to through the use of any interactive features on the Website, is governed by Nearpod's Privacy Notice and you consent to all actions Renaissance takes with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a username, password or any other piece of information as part of Renaissance's security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website using your username, password or other security information. You agree to notify Renaissance immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Renaissance reserves the right to disable any username, password or other identifier, whether chosen by you or provided by Renaissance, at any time if, in Renaissance's opinion, you have violated any provision of these Terms of Use.

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The Website may contain links to websites controlled or offered by third parties (non-affiliates of Renaissance). Renaissance disclaims liability for any information, materials, products or services posted or offered at any of the third-party sites linked from the Website. By creating a link to a third-party website Renaissance does not endorse or recommend any products or services offered or information contained at such linked website, nor is Renaissance liable for any failure of any products or services offered or advertised at such linked website. You are responsible for viewing and abiding by the privacy statements and terms of use posted at such linked website. Any dealings with third parties (including advertisers) included within the Website or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and the advertiser or other third party. Renaissance shall not be responsible or liable for any part of any such dealings or promotions.

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- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate Renaissance, a Renaissance employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or account names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by Renaissance, may harm Renaissance or users of the Website or expose them to liability.

## **Additionally, you agree not to:**

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

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The Website may contain bulletin board services, message boards, chat rooms, personal web pages or profiles, forums, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant Renaissance and its affiliates and service providers, and each of their licensees, successors and assigns the right to use, reproduce, modify, create derivative works, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to Renaissance and Renaissance’s affiliates and service providers, and each of their licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Renaissance, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

Renaissance is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

## Content standards

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- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal

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- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

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- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
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ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Certain sections or pages of the Website may contain separate terms or conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages. You agree that your use of the Website will not create any joint venture, partnership, employment or agency relationship between you and Renaissance. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

## Waiver and severability

No waiver of by Renaissance of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Renaissance to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the

Terms of Use will continue in full force and effect.

## Entire agreement

The Terms of Use and all documents called out specifically therein constitute the sole and entire agreement between you and Renaissance with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### Songs & Videos

Language Arts  
Math  
Science  
Social Studies  
Life Skills  
Vocabulary  
Current Events

### Product

How it works  
Research & Results  
How to Use  
Training and PD  
FAQs  
Pricing

### Company

Who We Are  
Community  
Blog  
Jobs  
Press

### Get in touch

Contact Us  
Request a Quote  
Newsletter

## ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and **Nearpod, LLC** (“Vendor”), and is intended to amend, modify, and supplement the Quote 226883 (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 unauthorized 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 District.

**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 District 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 of Vendor's systems 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 confirmed breach, Vendor agrees to retain an independent IT consulting firm 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 deidentification, return or destruction within sixty 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: \_\_\_\_\_

**Nearpod, LLC**

By: Robert Blackwood

Date: 02 / 21 / 2024

Printed Name: Robert Blackwood

Title/Position: Senior Manager