



INFINITE CAMPUS END USER LICENSE AGREEMENT

For Additional Products in the Commonwealth of Kentucky

This Infinite Campus End User License Agreement (“**Agreement**”) is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 (“**Company**”) and Oldham County School District with offices located at 6165 W. Highway 146 Crestwood, KY 40014 (“**Client**”).

RECITALS

- A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the “**Infinite Campus Product**”), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the “**Infinite Campus Additional Products**”);
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Additional Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the “**Infinite Campus Services**”);
- C. Infinite Campus and the Commonwealth of Kentucky have entered in to an agreement (Solicitation # S-06137527), incorporated by reference, which allows Infinite Campus to sell, and districts to purchase, “add-on” components to the base system at a price predetermined by the agreement between the parties.
- D. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Additional Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation (“Documentation”) identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Additional Terms and Conditions. In addition to the terms of this Agreement, the license granted under Section 1.1 above, shall be subject to the terms and conditions of all Exhibits attached hereto and incorporated herein as well as relevant sections of Solicitation # S-06137527.

2.0 Ownership and Protection of Infinite Campus Additional Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source

code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Additional Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.2 Protection of Infinite Campus Additional Products and Documentation. Licensee shall not allow, and shall not allow any third party to:

2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Additional Products or the Documentation, or any portion thereof;

2.2.b identify or discover any source code of the Infinite Campus Products;

2.2.c distribute, sell or sublicense copies of the Infinite Campus Additional Products or the Documentation or any portion thereof;

2.2.d create copies of the Infinite Campus Additional Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or

2.2.e incorporate any portion of Infinite Campus Additional Products into or with any other Infinite Campus Additional Products or other products, or create any derivative works of the Infinite Campus Additional Products or Documentation.

2.3 Confidentiality. Licensee agrees that the Infinite Campus Additional Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Additional Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

3.1 Payment Terms. Licensee shall pay Company the Fees as provided in the Order and Pricing Schedule(s) attached hereto and in accordance with Solicitation # S-06137527.

3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

4.1 Indemnifications

4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold

harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS ADDITIONAL PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

- 4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Additional Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.
- 4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Additional Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- 4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS ADDITIONAL PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- 6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
- 6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- 6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination. Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Additional Products and shall return to Company the Infinite Campus Additional Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Additional Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's

failure to comply with the provisions of this Agreement.

- 6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.
- 6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Training, Data Conversion and Project Management Services

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

8.0 General Terms and Conditions

- 8.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Kentucky, U.S.A, without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 8.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.
- 8.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

- 8.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement, or as may be provided by the parties.

Infinite Campus, Inc.

Oldham County School District

Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Superintendent
6165 W. Highway 146
Crestwood, KY 40014

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

- 8.8 Applicable Law. Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
- 8.9 Export Rules. Licensee agrees that the Infinite Campus Additional Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Infinite Campus Additional Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Additional Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.9.
- 8.10 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For

purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

8.11

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

Oldham County School District

By: Stephanie Svoboda
Stephanie Svoboda (May 13, 2024 12:26 CDT)

Name: Stephanie Svoboda

Its: Authorized Signer

By: Jason Radford
Jason Radford (May 16, 2024 14:36 EDT)

Name: Jason Radford

Its: Superintendent

INFINITE CAMPUS IMPLEMENTATION SERVICES AGREEMENT

This Infinite Campus Implementation Services Agreement (“**Agreement**”) is made between **Infinite Campus, Inc.**, a Minnesota corporation located at 4321 109th Avenue NE, Blaine, MN 55449-6794 (“**Company**”) and Oldham County School District with offices located at 6165 W. Highway 146 Crestwood, KY 40014 (“**Licensee**”).

RECITALS

- A. Licensee finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and
- B. Licensee finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Licensee's business.
- C. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the “**Infinite Campus Product**”), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the “**Infinite Campus Additional Products**”). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the “**Infinite Campus Products**”;
- D. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including project management, data conversion and training services, (the “**Infinite Campus Services**”);
- E. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the implementation of certain Infinite Campus Products subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Infinite Campus Services, Fees

During the Term of this Agreement, Company shall provide Licensee with Infinite Campus Services according to the fees described in the Order and Pricing Schedule.

2.0 Agreement Term and Termination

2.1 Agreement Term

The term of this Agreement (the “Agreement Term”) shall begin on the date this Agreement is executed by the Licensee (“Effective Date”) and remain in effect until completed or terminated pursuant to Section 2.2

2.2 Agreement Termination

This Agreement may be terminated as follows:

- 2.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 2.2.b either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure.

2.3 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

2.4 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

3.0 **Payment Terms**

3.1 Payment Terms

All implementation Services, will be invoiced immediately after the Effective Date. Travel expenses, if any, will be invoiced monthly as expenses are incurred. All invoices are Net 30. Any amount owing by the Licensee to Infinite Campus hereunder which is not paid by the Licensee on its due date shall bear an additional one and a half percent (1.5%) interest per month, or the maximum amount allowed by law, whichever is lower.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes if applicable.

4.0 **Limitations of Liability**

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

5.0 **General Terms and Conditions**

5.1 Performance

Company represents and warrants that, (a) the work to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this agreement will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; (e) the work to be performed by it under this Agreement will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work to be performed by it under this Agreement will not be obscene, child pornographic, or indecent; and (g) the work to be performed by it under this agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

5.2 Assignment

Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this

Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

5.3 Governing Law and Jurisdiction

This Agreement will be governed and interpreted under the laws of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

5.4 Amendments; Waiver

This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

5.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

5.6 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

5.7 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

5.8 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

5.9 Notices

Any notice under this Agreement, including notices of changes in the Specifications and Practices and Procedures, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for

Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties

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|-------------------------------|-------------------------------|
| Infinite Campus, Inc. | Oldham County School District |
| Sales Contracts Management | Superintendent |
| 4321 109 th Ave NE | 6165 W. Highway 146 |
| Blaine, MN 55449-6794 | Crestwood, KY 40014 |

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

5.10 Applicable Laws

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

5.10.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company shall use education records only for the purposes of fulfilling its duties under this Agreement. In order to continuously improve the products and services it provides hereunder, Company may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of the Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

5.10.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing, if it is allowed to do so. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

5.10.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.

5.10.d. Upon termination of this Agreement, Company shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with Section 6.3.b of the End User License Agreement. Company shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

5.11 Electronic Signatures; Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document related hereto shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an email message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus Implementations Services Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

By: *Stephanie Svoboda*
Stephanie Svoboda (May 13, 2024 12:26 CDT)
Name: Stephanie Svoboda
Its: Authorized Signer
Date: May 13, 2024

Licensee

By: *Jason Radford*
Jason Radford (May 16, 2024 14:36 EDT)
Name: Jason Radford
Its: Superintendent
Date: May 16, 2024



More than a Student Information System

Order and Pricing Schedule for Oldham County School District - KY

| Prepared For | Prepared By | Prepared On | Service Start Date |
|-------------------------------|----------------------------------|---------------------|--------------------|
| Jay Jones | Kent Willette | May 13, 2024 | July 1, 2024 |
| Oldham County School District | Inside Sales Representative | | |
| Database Coordinator | kent.willette@infinitecampus.com | | |
| P: +15022256563 | | Initial Term | |
| jay.jones@oldham.kyschools.us | | 12 Months | |

Premium Products Licensing and Support

| Item | Quantity | Net Price | Initial Term Prorated Price | Annual Recurring Fees |
|---|----------|---------------------------|-----------------------------|-----------------------|
| Campus Learning - District | 12,253 | \$2.00 Annual Per Student | \$24,506.00 | \$24,506.00 |
| Campus Workflow | 12,253 | \$2.00 Annual Per Student | \$24,506.00 | \$24,506.00 |
| TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT | | | \$49,012.00 | \$49,012.00 |

Implementation Services

| Item | Quantity | Unit | Net Total Price |
|--------------------------------------|----------|----------|-----------------|
| Campus Learning Implementation | 1 | One-Time | \$300.00 |
| Campus Workflow Implementation | 1 | One-Time | \$600.00 |
| TOTAL IMPLEMENTATION SERVICES | | | \$900.00 |

INFINITE CAMPUS TOTALS

| | |
|--------------------------------|-------------|
| Initial Term Total: | \$49,912.00 |
| Annual Recurring Total: | \$49,012.00 |

By: Jason Radford
Name: Jason Radford (Jason Radford 5/13/24 1:36 EDT)
Its: Superintendent
Date: May 16, 2024