



Issue Paper

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

DATE:

May 8, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve a sales contract with TestOut Inc. for Simon Kenton High School to purchase one site license of the Office Pro product for the 24-25 school year.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

The TestOut Office Pro product is a simulation of the Microsoft Office products such as Microsoft Word, Access, PowerPoint, Excel and Outlook. This product allows students to learn how to utilize Microsoft Office products on all devices. With this product, Simon Kenton has seen a 20% increase in scores for students taking the Microsoft Office Specialist tests, which is an industry certification. As a result, we are increasing our number of students who are career and college ready.

FISCAL/BUDGETARY IMPACT:

\$2050 - LAVEC (0902154-0650-106L)

RECOMMENDATION:

Approve a sales contract with TestOut Inc. for Simon Kenton High School to purchase one site license of the Office Pro product for the 24-25 school year.

CONTACT PERSON:

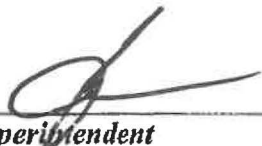
Jeffrey Bonlander, Craig Reinhart



Principal/Administrator



District Administrator



Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.



801-785-7900 office
 801-785-0575 fax
 www.testout.com
 P.O. Box 456
 Pleasant Grove, UT 84062

Quote
QUO069454

Bill To: Jeffrey Bonlander
 Simon Kenton High School
 11132 Madison Pike
 INDEPENDENCE GA 41051

Ship To: Jeffrey Bonlander
 Simon Kenton High School
 11132 Madison Pike
 INDEPENDENCE GA 41051

859-960-0100

859-960-0100

ACCOUNT NO.	SALESPERSON NUMBER	CUSTOMER	SHIP VIA	QUOTE DATE	EXPIRATION ¹	TERMS ²	PAGE
SIMON0120		Simon Kenton High School	Internet Delivery	1/26/2024	9/1/2024	Net 30	1

QTY.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	ITEM DISCOUNT	EXTENDED PRICE
1	TOSL22XL0L10	TestOut Office Pro Library Limited Site License	\$2,050.00	\$0.00	\$2,050.00
100	TOOB21OLWE10	TestOut Pro Certified: Microsoft Office® Library	\$0.00	\$0.00	\$0.00

Site License for the 24-25 school year.	SALES AMOUNT	\$2,050.00	
	- DISCOUNT	\$0.00	
	SALES TAX	\$0.00	
	FREIGHT	\$0.00	
Thank You		TOTAL	\$2,050.00

To finalize this quote, place your order, or request a modification please contact your TestOut account manager.

¹ After the expiration date shown above prices are subject to change and a new quote may be necessary.

² To qualify for terms all first time customers are required to complete the TestOut Credit Application.

TestOut License Terms

REVIEW THE LICENSE TERMS

LabSim products accessed via the TestOut website (www.testout.com) are subject to the Single User License Agreement below.

This Single User License Agreement (the "Agreement") is a legal agreement between you (either an individual or an entity) and TestOut Corporation ("TestOut") for the LabSim client software, which includes computer software and may include associated media and Internet-based services (the "SOFTWARE") as well as user and technical manuals and any other materials provided by Testout (whether in printed and electronic form) that describe the installation, operation, use and technical specifications of the SOFTWARE (the "Documentation").

BY CHECKING THE "I ACCEPT THE TESTOUT LICENSE TERMS" BOX AND USING OR INSTALLING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, TESTOUT IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, AND YOU SHOULD CANCEL THE PURCHASE PROCESS.

1. Grant of License. TestOut grants you the rights set forth herein provided that you comply with all of the terms and conditions of this Agreement. For the duration of the license term from the day of activation, you may install, use, access, display and run one copy of the SOFTWARE on up to seven (7) computers such as a workstation, terminal or other device ("Computer") for use by one single user. Your license to the SOFTWARE may not be shared with any other person or used concurrently on different Computers. The SOFTWARE is "in use" on a Computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of a Computer. You may not distribute or make the SOFTWARE available over a network or otherwise use it on more than one Computer at the same time. Licenses for use on unlimited Computers or multi-user licenses may also be purchased. Contact TestOut for details regarding such unlimited and multi-user licenses. TestOut reserves all rights not expressly granted to you in this Agreement.
2. Additional Software and Services. This Agreement applies to updates, supplements, add-on components, or Internet-based services components of the SOFTWARE that TestOut may provide to you or make available to you after the date you obtain your initial copy of the SOFTWARE, unless TestOut provides other terms along with the update, supplement, add-on component, or Internet-based services component.

TestOut reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the SOFTWARE.

3. Intellectual Property Rights; Ownership. **The SOFTWARE is licensed, not sold.** The SOFTWARE is protected by United States copyright laws, international copyright treaty provisions and other intellectual property laws and treaties. TestOut or its suppliers own all right, title, and interest in and to the SOFTWARE and all copyright and other intellectual property rights arising out of or relating to the SOFTWARE except as expressly granted to you in this Agreement. You shall promptly notify TestOut if you become aware of any possible third-party infringement of TestOut's intellectual property rights arising out of or relating to the SOFTWARE and fully cooperate with TestOut in any legal action taken by TestOut against third parties to enforce its intellectual property rights. You shall safeguard the SOFTWARE (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.
4. Use Restrictions. You must not, and shall not permit any third party to, in any manner:
- a. modify, alter, amend, fix, translate, enhance or otherwise create derivative works of the SOFTWARE;
 - b. remove, disable, or otherwise create or implement any workaround to, any security features contained in the SOFTWARE;
 - c. remove, delete or alter any trademarks, copyright notices or other intellectual property rights notices of TestOut or its licensors, if any, from the SOFTWARE;
 - d. copy the SOFTWARE, in whole or in part, except that you may either (i) make one copy of the SOFTWARE or any part thereof solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single hard disk provided you keep the original solely for backup or archival purposes. Any copy of the SOFTWARE or any part thereof made by you remains the property of TestOut, is subject to the terms and conditions of this Agreement, and must include all copyright and other intellectual property notices contained in the original. If the SOFTWARE is an update or has been updated, any such transfer must include the most recent update and all prior versions. You may not copy the Documentation;
 - e. assign, sublicense, sell, loan, convey, rent, lease, distribute, publish, transfer or otherwise make the SOFTWARE available to any third party for any reason;
 - f. reverse engineer, decompile, disassemble, decode or adapt the SOFTWARE, or otherwise attempt to derive or gain access to the source code of the SOFTWARE, in whole or in part (except as and only to the extent this restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-source components included with the SOFTWARE);
 - g. use the SOFTWARE in violation of any federal, state or local law, regulation or rule; or

h. use the SOFTWARE for purposes of competitive analysis, the development of a competing software product or any other purpose that is to TestOut's commercial disadvantage.

5. Term. This Agreement is effective upon installation or use of the SOFTWARE. Unless terminated earlier as provided hereunder, the license term shall be eighteen (18) months for all purchases made on or before January 1, 2024, and twelve (12) months for all purchases made on or after January 1, 2024. You may terminate this Agreement by destroying all copies of the SOFTWARE and any part thereof. TestOut may terminate this Agreement if you fail to comply with any of the terms of this Agreement. Upon expiration of the license or any other termination of this Agreement, you must immediately discontinue use of the SOFTWARE and promptly destroy all copies of the SOFTWARE.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, ACCURACY, EFFORT AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TESTOUT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, MEDIA AND ANY OTHER SERVICES AND MATERIALS PROVIDED TO YOU UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL TESTOUT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR OTHER PECUNIARY LOSS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF TESTOUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, TESTOUT'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. TESTOUT DOES NOT REPRESENT OR GUARANTEE THAT THE SOFTWARE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND TESTOUT HEREBY DISCLAIMS ANY LIABILITY RELATING THERETO.

8. No Maintenance/Support. TestOut does not and has no obligation under this Agreement to provide maintenance or support for the Software.
9. U.S. Government Restricted Rights. The SOFTWARE is deemed to be "commercial computer software" and "commercial computer software documentation" as defined in FAR 12.212 and subject to "restricted rights" as defined in FAR 52.227-19 "Commercial Computer Licensed Software-Restricted Rights" and DFARS 227.7202. Any use, modification, duplication, performance, display or disclosure of the SOFTWARE by the U.S. Government shall be solely in accordance with the terms of this Agreement. Manufacturer is TestOut Corporation, 50 South Main St., Pleasant Grove, UT 84062.
10. Export Regulation. You acknowledge that the Software, Documentation and related technical data and services (collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not to export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. You will indemnify and hold TestOut harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising from or relating to any breach by you of your obligations under this paragraph. Your obligations under this paragraph will survive the termination of this Agreement.
11. Severability. In the event that any term or provision of this Agreement is declared or found to be illegal, invalid or unenforceable, such provision shall be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and all other terms and provisions of this Agreement shall remain in full force and effect.
12. General. This Agreement will be governed by the laws of the State of Utah, without regard to or application of conflicts of law rules or principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in each case located in Salt Lake City, Utah, and the parties hereby submit to the personal jurisdiction of such courts. In the event any party institutes any legal suit, action or proceeding against the other party arising out of related to this Agreement, the prevailing party in such suit, action or proceeding shall be entitled to receive the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs, in addition to all other damages to which it may be entitled. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Neither this Agreement nor any of your rights or obligations hereunder may be assigned or delegated by you in whole or in part without the prior written approval of TestOut. Any purported assignment or delegation

in violation of the foregoing shall be null and void. This Agreement is the complete and exclusive statement of agreement between you and TestOut concerning the subject matter hereof and supersedes all proposals and prior or contemporaneous agreements, verbal or written, and any other communications between you and TestOut relating the subject matter hereof. No amendment to this Agreement shall be effective unless signed by a duly authorized representative of both parties.

Should you have any questions concerning this Agreement, or if you desire to contact TestOut for any reason, please write: TestOut, 50 South Main St., Pleasant Grove, UT 84062.

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TestOut Corporation® is PCI DSS Compliant.



THE KENTON COUNTY BOARD OF EDUCATION
1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017
TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531
WEBSITE: www.kenton.kyschools.us
Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as “KCBOE”) as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the “Act”), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

“Personal Information” is defined in accordance with KRS 61.931(6) as “an individual’s first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver’s license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g.”

As provided in KRS 61.931(5), a “non-affiliated third party” includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act’s notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Educational Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the 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 purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children’s free and reduced price meal and free milk eligibility information or information from the family’s application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

TestOut Corporation

Vendor Name

3500 Lacey Road Suite 100 Downers Grove IL 60515

Vendor Address

(866) 835-8020

Vendor Telephone

chall@comptia.org

Vendor Email Address

DocuSigned by:



Jean Liu

B78F180E1AA5400
Signature by Vendor’s Authorized Representative

Jean Liu

Print Name

April 15, 2024

Date

**Addendum to
the Testout Terms of Service between
the Kenton County Board of Education and Testout Corporation.**

WHEREAS, the Kenton County Board of Education (“KCBOE”), and Testout Corporation. (“Testout”) are parties to a Service Agreement composed of Testout’s Terms of Service, accessible at <https://shop.testout.com/Terms.aspx>. The KCBOE and Testout may be individually referred to as the “Party” or collectively referred to as the “Parties.”

WHEREAS, the Parties agree to modify the terms contained in the Terms of Service, pursuant to the terms and conditions of this Addendum.

WHEREAS, all additions made herein shall be valid as if part of the Testout’s Terms of Service.

NOW, THEREFORE, the amendments are as follows:

5. Term. This Agreement is effective upon installation or use of the SOFTWARE. Unless terminated earlier as provided hereunder, the license term shall be eighteen (18) months for all purchases made on or before January 1, 2024, and twelve (12) months for all purchases made on or after January 1, 2024. You may terminate this Agreement by *written agreement with 30 days notice and* destroying all copies of the SOFTWARE and any part thereof. TestOut may terminate this Agreement if you fail to comply with any of the terms of this Agreement. Upon expiration of the license or any other termination of this Agreement, you must immediately discontinue use of the SOFTWARE and promptly destroy all copies of the SOFTWARE.

12. General. ~~This Agreement will be governed by the laws of the State of Utah, without regard to or application of conflicts of law rules or principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in each case located in Salt Lake City, Utah, and the parties hereby submit to the personal jurisdiction of such courts.~~ *This Agreement will be governed by the laws of the Commonwealth of Kentucky, without regard to or application of conflicts of law rules or principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky in each case located in Covington, Kentucky and the parties hereby submit to the personal jurisdiction of such courts.* In the event any party institutes any legal suit, action or proceeding against the other party arising out of related to this Agreement, the prevailing party in such suit, action or proceeding shall be entitled to receive the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys’ fees and expenses and court costs, in addition to all other damages to which it may be entitled. The failure of

either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Neither this Agreement nor any of your rights or obligations hereunder may be assigned or delegated by you in whole or in part without the prior written approval of TestOut. Any purported assignment or delegation in violation of the foregoing shall be null and void. This Agreement is the complete and exclusive statement of agreement between you and TestOut concerning the subject matter hereof and supersedes all proposals and prior or contemporaneous agreements, verbal or written, and any other communications between you and TestOut relating the subject matter hereof. No amendment to this Agreement shall be effective unless signed by a duly authorized representative of both parties.

13. Exhibit A is updated with the pricing located at <https://hs.testout.com/k12-course-pricing-update>

Kenton County Board of Education:

Signed: _____

Name: _____

Title: _____

Date: _____

Testout Corporation.:

Signed:  _____

Name: Donna Koppensteiner

Title: CRO

Date: April 15, 2024

