

OK AS TO FORM
AMH 8-12-2024

**AMENDMENT TO THE AGREEMENT BETWEEN PROJECT LEAD THE WAY INC
(PLTW) AND JEFFERSON COUNTY BOARD OF EDUCATION**

THIS AMENDMENT TO THE AGREEMENT BETWEEN PROJECT LEAD THE WAY INC (PLTW) AND JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and PLTW (hereinafter "Contractor") with its principal place of business located at 5939 Castle Creek Parkway N Drive, Indianapolis, IN 45250.

WHEREAS, The Parties have entered into a Data Privacy Agreement to between JCPS and Contractor effective December 14, 2022 (the "Agreement"); and

WHEREAS, the parties wish to amend the scope of services to specify program equipment purchases;

THEREFORE, the Parties wish to amend the Agreement to alter Exhibit F, Equipment Used in PLTW Program.

This Amendment hereby amends Exhibit F, Section 7 Equipment Used in the PLTW Program to read "PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Equipment available for purchase from PLTW meets program specifications and adequately support the Program."

All other provisions of the Agreement shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Agreement and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed via electronic signature in one of more counterparts, each of which will be deemed an original, but all such electronic signatures and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of September 4, 2024.

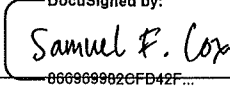
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of September 4, 2024.

Jefferson County Public Schools:

By: _____
Dr. Martin A. Pollio
Superintendent

Date: _____

Project Lead The Way Inc (PLTW):

DocuSigned by:
By:  _____
066969982CFD42F...
Samuel F. Cox
EVP and Chief Operations and Logistics Officer

Date: 8/14/2024

DESCRIPTIONS (Continued from Page 1)

The Certificate Holder and others as defined in the written agreement and the General Liability additional insured endorsement 80022367 05/07 (see attached endorsement) and Automobile Liability endt 16020292 11/16 are included as additional insured subject to the terms, conditions and exclusions on the policy(ies).

Waiver of Subrogation applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement 80022367 05/07, Automobile Liability endt 16020292 11/16, and Workers Compensation per endt WC000313 (all states excluding MO) subject to the terms, conditions and exclusions on the policy(ies) as permitted by law, when required by written contract.

Primary & Noncontributory applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement 80022367 05/07 subject to the terms, conditions and exclusions on the policy(ies).

Umbrella coverage extends over General Liability, Automobile Liability, and Employers Liability subject to the policy terms, conditions and exclusions on the policy.

RE: Board of Education (BOE) - Jefferson County

Endorsement*Policy Period**Effective Date**Policy Number**Insured**Name of Company**Date Issued*

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative





This Confidential Data Privacy Agreement (“DPA”) is entered into by and between:

THE BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY, a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (the “Board” or “Jefferson County Public Schools”) and

Project Lead The Way Inc. (PLTW), a nonprofit corporation organized under the laws of the State of Indiana with its principal place of business located at 5939 Castle Creek Parkway N Drive, Indianapolis, IN 46250 (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to the Board.

WHEREAS, the Provider and the Board 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”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and the Board desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, the Board and Provider agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Entire Agreement.** The terms of this DPA with the PLTW Terms and Conditions, (“Agreement”) signed by the comprise representations, and negotiations, either oral or written, between the Parties before the effective date of this DPA. This DPA may not be amended or modified except in writing as provided below. This DPA is supplemented by the Board’s Procurement Regulations currently in effect (hereinafter “Regulations”) that are incorporated by reference into and made part of this DPA. In the event of a conflict between any provision of this DPA and the Regulations, the Regulations shall prevail. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
2. **Term.** This DPA shall be effective as of December 14, 2022 (the “Effective Date”) and shall continue for three (3) years, terminating on December 13, 2025.
3. **Services.** The services to be provided by Provider to the Board pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”) and Exhibit “F” (PLTW Terms and Conditions). Any compensation to be provided by the Board to Provider is also detailed in **Exhibit “A”** (the “Compensation”). Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to the Board are costs associated with the compiling of Confidential Data requested under this DPA and costs associated with the electronic delivery of Confidential DATA to Provider.
4. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Confidential Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the

Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Board. Provider shall be under the direct control and supervision of the Board, with respect to its use of Confidential Data.

5. **Confidential Data to Be Provided.** In order to perform the Services described above, the Board shall provide Confidential Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
6. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Confidential Data Property of the Board.** All Confidential Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the Board, or the party that provided such data, such as the eligible student, parent, or legal guardian. The Provider further acknowledges and agrees that all copies of such Confidential Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Confidential Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Confidential Data contemplated per the Service Agreement, shall remain the exclusive property of the Board. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the Board as it pertains to the use of Confidential Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law, the Board shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Confidential Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for the Board to respond to a parent or student, whichever is sooner) to the Board’s request for Confidential Data in a student’s records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Confidential Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Board, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the Board, transfer, or provide a mechanism for the Board to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Confidential Data held by the Provider pursuant to the Services, the Provider shall notify the Board 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.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors that receive personally identifiable information or students in performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Confidential Data in a manner consistent with the terms of this DPA.
6. **Research and Program Evaluation.** For any project, involving data collection or research (e.g., program evaluation or monitoring activities), student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), the Board complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the Board's IRB and shall not begin before approval is secured from the IRB. If Provider wishes to collect data specifically for program evaluation or research purposes, or if Provider wishes to use identifiable data for program evaluation or research purposes, Provider must apply for and obtain permission from the Board's IRB prior to beginning any research or evaluation related data collection.

ARTICLE III: DUTIES OF THE BOARD

1. **Provide Data in Compliance with Applicable Laws.** The Board shall provide Confidential Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the Board has a policy of disclosing Education Records and/or Confidential Data under FERPA (34 CFR § 99.31(a)(1)), the Board shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** The Board shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Confidential Data.
4. **Unauthorized Access Notification.** The Board shall notify Provider promptly of any known unauthorized access. The Board will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Confidential Data privacy and security, all as may be amended from time to time, including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; 7 C.F.R. 245.6 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
2. **Data Custodian.** For the purposes of this DPA and ensuring Provider's compliance with the terms of this DPA and all application of state and federal law, Provider designated Brian Greiwe

as the data custodian ("Data Custodian") of the Confidential Data. The Board will release all data and information under this DPA to Data Custodian or as is otherwise necessary to obtain program access. Data Custodian, or his designee, shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this DPA, including confirmation of the return or destruction of data as described below. The Board may, upon request, review the records Provider is required to keep under this DPA.

3. **Authorized Use.** The Confidential Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA. Provider will not contact the individuals included in the data sets without obtaining advance written authorization from the Board.
4. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Confidential Data to comply with all applicable provisions of this DPA with respect to the Confidential Data shared under the Service Agreement. Provider employees are bound in confidentiality by nature of their employment with Provider.
5. **Insurance.** Provider shall maintain, during the term of this Agreement, a cyber-insurance liability policy, in the amount of \$3M. Upon request, Provider shall furnish the certificate of insurance evidencing this coverage.
6. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Confidential Data or any portion thereof, including without limitation, user content or other nonpublic information and/or personally identifiable information contained in the Confidential Data other than as required by law or court order. If Provider becomes legally compelled to disclose any Confidential Data (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), then Provider shall use all reasonable efforts to provide the Board with prior notice before disclosure so that the Board may seek a protective order or other appropriate remedy to present the disclosure or to ensure the Board's compliance with the confidentiality requirements of federal or state law. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Confidential Data to any third party.
7. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Confidential Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the Board or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive Learning purpose and for customized student Learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by the Board to return or destroy Confidential Data. Except for Subprocessors, Provider agrees not to transfer de-identified Confidential Data to any party unless that party agrees in writing not to attempt re-identification, Prior to publishing any document that names the Board explicitly or indirectly, the Provider shall obtain the Board's prior written approval .
8. **Disposition of Data.** Upon written request from the Board, Provider shall dispose of or provide a mechanism for the Board to transfer Confidential Data obtained under the Service Agreement in a

usable format, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the Board is received to return the data in a usable format, Provider shall dispose of all Confidential Data when it is no longer needed for the provision of services after providing the Board with reasonable prior notice. The duty to dispose of Confidential Data shall not extend to Confidential Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The JCPS may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as Exhibit "D". If the JCPS and Provider employ Exhibit "D", no further written request or notice is required on the part of either party prior to the disposition of Confidential Data described in Exhibit "D".

9. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Confidential 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 Service to the Board. This section does not prohibit Provider from using Confidential Data (i) for adaptive Learning or customized student Learning (including generating personalized Learning recommendations); or (ii) to make product recommendations to teachers or JCPS employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Data as permitted in this DPA and its accompanying exhibits.
10. **Liability.** Provider agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to Provider's intentional or negligent release of personally identifiable student, parent or staff data ("Claim" or "Claims"). Provider agrees to hold harmless the Board and pay any costs incurred by the Board in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this DPA.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Confidential Data shall be stored within the United States. Upon request of the Board, Provider will provide a list of the locations where Confidential Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the Board with at least twenty (20) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the Board to audit the security and privacy measures that are in place to ensure protection of Confidential Data or any portion thereof as it pertains to the delivery of services to the JCPS. The Provider will cooperate reasonably with the Board and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or the Board, and shall provide reasonable access to the Provider's facilities, staff, agents and the Board's Confidential Data and all records pertaining to the Provider, the Board and delivery of Services to the Board. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Confidential Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one

of the standards set forth in Exhibit "E". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "E". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who the Board may contact if there are any data security concerns or questions. Additionally, The Provider agrees to maintain a minimum security standard including but limited to the following precautions and protections:

- a) Encrypting all data, at rest and in transit;
- b) Maintaining multi-factor authentication on accounts that can access the network or email remotely, including 3rd party accounts;
- c) Securing access to any physical areas/electronic devices where sensitive data are stored;
- d) Establishing and enforcing well-defined data privilege rights which follow the rule of least privilege and restrict users' access to the data necessary for this to perform their job functions;
- e) Ensuring all staff and 3rd parties sign a nondisclosure statement, and maintaining copies of the signed statements;
- f) Installing end-point protection including but not limited to anti-malware and anti-spyware on any device connected to the network that has access to scoped data, when applicable

4. Data Breach. In the event of an unauthorized release, disclosure or acquisition of Confidential Data that compromises the security, confidentiality or integrity of the Confidential Data maintained by the Provider the Provider shall provide notification to the Board within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the individual reporting a breach subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - i. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Confidential Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (1) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Data or any portion thereof, including personally identifiable information and agrees to provide the Board, upon request, with a summary of said written incident response plan.
- (2) The Board shall provide notice and facts surrounding the breach to the affected students, parents or guardians, or staff, as applicable.
- (3) In the event of a breach originating from the Board's use of the Service, Provider shall cooperate with the Board to the extent necessary to expeditiously secure Confidential Data.

5. **Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act.** If Provider receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. (the "Act"), Provider shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:

- a. "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:
 - i. An account, 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;
 - ii. A Social Security number;
 - iii. A taxpayer identification number that incorporates a Social Security number;
 - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
 - v. A passport number or other identification number issued by the United States government; or
 - vi. 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 FERPA.

- b. As provided in KRS 61.931(5), a "non-affiliated third party" means any person or entity that has a contract or agreement with an agency and receives (accesses, collects or maintains) personal information from the agency pursuant to the contract or agreement.
- c. Provider shall not re-disclose, without the written consent of JCPS, an eligible student, parent, or legal guardian, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
- d. Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
- e. Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

6. **Cloud Computing Service Providers.** If Provider 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"), Provider agrees that:

Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the eligible student, student's parent, or student's legal guardian. KRS 365.734 defines "process" and "student data."

Pursuant to KRS 365.734(2), Provider 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(2), Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734(3), Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).

ARTICLE VI: MISCELLANEOUS

- 7. **Termination.** Either party may terminate this DPA if the other party breaches any terms of this DPA, provided however, the breaching party shall have thirty (30) days to cure such breach and this DPA shall remain in force. The Board may terminate this DPA in whole or in part at any time by giving written notice to Provider of such termination and specifying the effective date thereof, at Least thirty (30) days before the specified effective date. In accordance with **Attachment A**, the Board shall compensate Provider for Services satisfactorily performed through the effective date of termination.
- 8. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of JCPS's Confidential Data pursuant to Article IV, section 8 .
- 9. **Priority of Agreements.** This DPA shall govern the treatment of Confidential Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy

STANDARD JEFFERSON COUNTY PUBLIC SCHOOLS DATA PRIVACY AGREEMENT

Version Date: 5.11.22

statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence.

10. **Modification.** No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.
11. **Disputes.** Any differences or disagreements arising between the Parties concerning the rights or liabilities under this DPA, or any modifying instrument entered into pursuant to this DPA, shall be resolved through the procedures set out in the Regulations.
12. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or certified mail, sent to the designated representatives below.

The designated representative for the Board for this DPA is:

Name: Robert Moore Title: Chief of Schools

Address: 3332 Newburg Road, Louisville, KY 40220

Phone: 502-485-7623 Email:
robert.moore4@jefferson.kyschools.us

The designated representative for the Provider for this DPA is:

Name: Kathleen E. Mote Title: EVP and Chief Strategy and Innovation Officer

Address: 5939 Castle Creek Parkway N Dr., Indianapolis, IN 46250

Phone: 877-335-7589 _____ Email:

13. **Amendment and Waiver.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
14. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

15. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR JEFFERSON COUNTY KENTUCKY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
16. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the Board no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Confidential Data within the Service Agreement. The Board has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
17. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Confidential Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Confidential Data and/or any portion thereof.
18. **Relationship of Parties.** The Board is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor the Board shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.
19. **Equal Opportunity.** During the performance of this DPA, Provider agrees that Provider shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Compensation is paid from federal funds, this DPA is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this DPA as if set forth in full herein.
20. **Prohibition on Conflicts of Interest.** It shall be a breach of this DPA for Provider to commit any act which is a violation of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.
21. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to Provider for the duration of this DPA and shall reveal any final determination of a violation by the Provider of the preceding KRS chapters.

STANDARD JEFFERSON COUNTY PUBLIC SCHOOLS DATA PRIVACY AGREEMENT

Version Date:5.11.22

22. Access to School Grounds. No employee or agent of Provider shall access the Board's school grounds on a regularly scheduled or continuing basis for purposes of providing services to students under this DPA.

IN WITNESS WHEREOF, The Board and Provider execute this DPA as of the Effective Date above.

BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY

By:  Date: 12/14/22
Printed Name: Dr. Martin Pollio
Title/Position: Superintendent

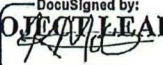
DocuSigned by:
PROJECT LEAD THE WAY INC.
By:  Date: 12/2/2022
Printed Name: Kathleen Mote
Title/Position: EVP and Chief Strategy and Innovation Officer

EXHIBIT "A"

DESCRIPTION OF SERVICES

Provider shall provide software licenses and support for the following products at prices equal or below Provider's standard pricing rates for the products:

Project Lead The Way (PLTW) Platform and curricular programs, which include but are not limited to the following titles: PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science, and PLTW Engineering.

PLTW is a nonprofit organization whose mission is to empower students to thrive in an evolving world. PLTW provides transformative learning experiences for PreK-12 students and teachers across the U.S. PLTW creates an engaging, hands-on classroom environment and empower students to develop in-demand knowledge and skills they need to thrive. We also provide teachers with the training, resources, and support they need to engage students in real-world learning. PLTW has established a comprehensive education program, (the "Program"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science, and PLTW Engineering and provides services related to and in furtherance of implementation of the Program. The services PLTW provides is district program participants are detailed within this document as well as the applicable PLTW agreement executed by and between the parties. PLTW will provide access to the Program to the student and teacher users of District's participating schools, including, as applicable, account protected access to Program curricula and updates as well as access to the PLTW electronic communication network; online systematic assessments; evaluation and survey instruments; potential student opportunities; professional development and online training; program support; potential grant funding opportunities; and additional program participant benefits. Akin to other nationally recognized college and career readiness examinations, achievement on PLTW EOC Assessments provides students with post-secondary education opportunities including but not limited to higher education admissions considerations, scholarships, and dual credit as well as post-secondary and/or post-collegiate employment and career opportunities. During the EOC Assessments registration process, eligible students and/or their parents/legal guardians provide specific consent for the use and maintenance of their data for these purposes, during their completion of PLTW high school courses and following graduation therefrom.

COMPENSATION

Purchase orders shall be entered by each participating school. Funds for purchase shall come from individual school budgets. Total payments under this DPA shall not exceed standard vendor pricing per fiscal year, running from July 1-June 30.

EXHIBIT "B"

SCHEDULE OF DATA

| Category of Data | Elements | Check if Used by Your System |
|----------------------------------|--|---|
| Application Technology Meta Data | IP Addresses of users, Use of cookies, etc. | IP Address is tracked for errors during authentication to myPLTW, but not stored. |
| | Other application technology meta data Please specify: | Usage logs, not tied to PII in Courses in myPLTW. |
| Application Use Statistics | Meta data on user interaction with application | Anonymous page views for curriculum assets that contain no school, student, or teacher information. |
| Assessment | Standardized test scores | X |
| | Observation data | |

10.12.2022- G-DRIVE

| | | |
|------------|--|--|
| | Other assessment data-Please specify: | |
| Attendance | Student school (daily) attendance data | |

Student class attendance data

| | | |
|----------------|--|---|
| Communications | Online communications captured (emails, blog entries) | |
| Conduct | Conduct or behavioral data | |
| Demographics | Date of Birth | X |
| | Place of Birth | |
| | Gender | X |
| | Ethnicity or race | X |
| | Language information (native, or primary language spoken by student) | |

| | | |
|--|--------------------------------|--|
| | Student disability information | |
|--|--------------------------------|--|

| Category of Data | Elements | Check if Used by Your System |
|------------------|---|------------------------------|
| | Other demographic information-Please specify: | X Hispanic Ethnicity |
| Enrollment | Student school enrollment | |
| | Student grade level | X |
| | Homeroom | |
| | Guidance counselor | |
| | Specific curriculum programs | |

| | | |
|--|--|--|
| | Year of graduation | |
| | Other enrollment information-Please specify: | |

Parent/Guardian Contact Information Address

| | | |
|----------------------|--|---|
| | Email | |
| | Phone | |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | |
| Parent/Guardian Name | First and/or Last | |
| Schedule | Student's scheduled courses | |
| | Teacher names | X |
| Special Indicator | English language Learner Information | |
| | Low Income status | |

| | | |
|--|-----------------------------|--|
| | Medical alerts/ health data | |
|--|-----------------------------|--|

| Category of Data | Elements | Check if Used by Your System |
|-----------------------------|---|------------------------------|
| | Specialized education services (IEP or 504) | |
| | Living situations (homeless/foster care) | |
| | Other indicator information-Please specify: | |
| Staff Data | First and Last Name | X |
| | Email Address | X |
| | Staff ID number | |
| | Other information -- Please specify | |
| Student Contact Information | Address | |

| | | |
|--|-------|--|
| | Email | |
| | Phone | |

Student Identifiers Local (School district) ID number

| | | |
|----------------------------|--|---|
| | State ID number | X |
| | Provider/App assigned student ID number | |
| | Student app username | X |
| | Student app passwords | |
| Student Name | First and/or Last | X |
| Student In App Performance | Program/application performance (typing program student types 60 wpm, reading program student reads below grade level) | |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | |
| Student Survey Responses | Student responses to surveys or questionnaires | X |

| | | |
|--------------|--|--|
| Student work | Student generated content; writing, pictures, etc. | X Notes only. Deleted at the end of the school year. |
|--------------|--|--|

| Category of Data | Elements | Check if Used by Your System |
|------------------|--|--|
| | Other student work data -Please specify: | |
| Transcript | Student course grades | |
| | Student course data | |
| | Student course grades/ performance scores | X Student PLTW EOC scores only for High School students |

| | | |
|----------------|--|--|
| | Other transcript data - Please specify: | |
| Transportation | Student bus assignment | |
| | Student pick up and/or drop off location | |
| | Student bus card ID number | |

Other transportation data – Please specify:

| | | |
|-------|---|--|
| Other | Please list each additional data element used, stored, or collected by your application: | |
| None | No Confidential Data collected at this time. Provider will immediately notify JCPS if this designation is no longer applicable. | |

EXHIBIT "C"
DEFINITIONS

Compensation: Amounts to be paid to the Provider in exchange for software licenses and support. The maximum amount of Compensation that may be paid under this DPA is set forth in Attachment A. The Board is not obligated to pay the maximum Compensation amount solely by its inclusion in this DPA. Compensation owed is determined by the purchase orders submitted to Provider. The cost for any single license or support provided under this DPA shall not exceed Provider's standard pricing for that product.

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with the Board to provide a service to the Board shall be considered an "operator" for the purposes of this section.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Confidential Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Regulations: The Board Procurement Regulations, available on the JCPS website, as may be amended from time to time.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Confidential Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Confidential Data: Confidential Data includes any data, whether gathered by Provider or provided by the Board or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Confidential Data includes Meta Data. Confidential Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Confidential Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Confidential Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Confidential Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Board or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Confidential Data.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Confidential Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Confidential Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

The Board of Education of Jefferson County Kentucky directs Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between The Board and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here] personally identifiable information

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable upon written request of the district.

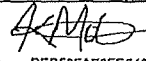
_____ By [Insert Date]

Signature

Authorized Representative of the Board

Date

Verification of Disposition of Data



DEB53FAE8FE5486

12/2/2022

Authorized Representative of Provider

Date

EXHIBIT "E"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

Provider will utilize one of the following known and credible cybersecurity frameworks which can protect digital learning ecosystems.

Cybersecurity Frameworks

| | MAINTAINING ORGANIZATION/GROUP | FRAMEWORK(S) |
|---|--|---|
| | American Institute of CPAs | SOC2 |
| X | International Standards Organization (ISO) | Information technology — Security techniques — Information security management systems (ISO 27000 series) |
| | The Board of Education of Jefferson County | Board provided standardized questionnaire |



EXHIBIT F

Terms and Conditions

These terms and conditions outlined in this agreement (“Agreement”) are between Jefferson County Public School District, located in KY (the “Program Participant”) and PROJECT LEAD THE WAY, INC., (“PLTW”).

PLTW has established a comprehensive education program (the “Program”), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.

2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.

3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms.

The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

4. **Annual PLTW Program Participation Fee.** The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.

5. **Changes to Terms and Conditions.** PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.

6. **Required Teacher Training.** (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.

(b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.

(c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.

(d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.

(e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.

7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "equipment") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed

on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.

9. **Assessment and Examinations.** The Program Participant shall administer the most current version of the End-of-Course Assessment ("EOC Assessments") provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.

10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.

11. **Collection and Handling of Data.** (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as "data"). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.

(b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.

12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- (1) use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and

(12) in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations

13. **License; Program Identification.** (a) The Program Participant acknowledges that PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "materials"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.

(b) *Project Lead The Way, PLTW*, the PLTW "atom" logos, and other marks used in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.

(c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.

14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property

provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

15. **Representations of the Program Participant.** (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.

(b) With respect to any software and equipment used for the Program, the Program Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.

16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.

(b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.

(c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.

17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 – June 30) unless a party provides notice to

the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.

(b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.

19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.

20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:
Jefferson County Public School District
VanHoose Education Center
3332 Newburg Road
Louisville, KY
40218

If to PLTW:
Project Lead The Way, Inc.
Attn: Program Agreements
3939 Priority Way South Drive, Suite 400
Indianapolis, IN 46240
ph:877-335-7589

21. **Governing Law and Choice of Venue.** This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.

22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

Jefferson County Public School District

Date: _____

By: _____
Program Participant Superintendent or
Program Participant Board
President/Chairperson, or its legally
authorized designee

Name: Johnetta Newton

Title: _____

Project Lead The Way, Inc.

Date: 12/2/2022

By:  _____

Kathleen E. Mote
EVP & Chief Administrative Officer

PLTW

PLTW Participation Confirmation

This Participation Form is the Program Participant's commitment to purchase the PLTW Programs listed below and is effective on the date that this Participation Form has been signed by the Program Participant and PLTW.

Jefferson County Public School District
VanHoose Education Center 3332 Newburg Road,
Louisville KY, 40218

Program Coordinator
Joe Simon
joseph.simon@jefferson.kyschools.us

Program Coordinator
Karen Smith
karen.smith4@jefferson.kyschools.us

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

DocuSign Envelope ID: 76DC45BD AAD9 4486 AFFD 10E69A616762

DocuSign Envelope ID: C37D9793-C7D6-4F9A-86A4-2D8956713600

New PLTW Programs

PLTW Engineering (9-12)

| Site Name | Implementation Year |
|---------------------|---------------------|
| Ballard High School | 2023-2024 |

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Active PLTW Programs

| Site Name | Program Name | Implementation Year |
|----------------------------------|--------------------|---------------------|
| Atherton High School | Blomedical Science | 2022-2023 |
| Atherton High School | Engineering | 2022-2023 |
| Ballard High School | Blomedical Science | 2022-2023 |
| Brandels Elementary | Launch | 2022-2023 |
| duPont Manual High School | Blomedical Science | 2022-2023 |
| Fern Creek High School | Engineering | 2022-2023 |
| Louisville Male High | Blomedical Science | 2022-2023 |
| Meyzeek Middle School | Gateway | 2022-2023 |
| Moore Traditional School | Blomedical Science | 2022-2023 |
| Moore Traditional School | Gateway | 2022-2023 |
| Moore Traditional School | Engineering | 2022-2023 |
| Newburg Middle School | Gateway | 2022-2023 |
| Shelby Traditional Academy | Launch | 2022-2023 |
| Slaughter Elementary | Launch | 2022-2023 |
| The Academy @ Shawnee | Gateway | 2022-2023 |
| Valley Traditional High School | Blomedical Science | 2022-2023 |
| W. E. B. DuBols Academy | Gateway | 2022-2023 |
| Waggener Traditional High School | Blomedical Science | 2022-2023 |
| Westport Middle School | Gateway | 2022-2023 |

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

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DocuSign Envelope ID: C37D9793-C7D6-4F9A-86A4-2D8956713600

This Participation Form and the PLTW Terms and Conditions constitute the entire understanding between the parties during the Term of this Agreement.

Date: _____

By: _____

Program Participant or its legally authorized designee

Date: November 21, 2022

By:  _____

*Kathleen E. Mote
EVP & Chief Administrative Officer*

This document has been signed by PLTW in its original format, and PLTW's consent is limited to the original language contained herein. PLTW does not consent to any changes made to this document. Any modifications Program Participant makes to this document shall not be made part of the document absent review and subsequent signature of PLTW approving said changes.

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

LIABILITY COVERAGES, SEPARATE LIABILITY COVERAGES, AND THIRD PARTY LIABILITY INSURING AGREEMENTS ARE WRITTEN ON A CLAIMS-MADE BASIS AND COVER ONLY CLAIMS MADE AGAINST INSUREDS DURING THE POLICY PERIOD.

THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

ITEM 1 NAMED INSURED/INSURANCE REPRESENTATIVE:

PROJECT LEAD THE WAY, INC

D/B/A:

Principal Address:
5839 CASTLE CREEK PARKWAY NORTH DR
INDIANAPOLIS, IN 46250-4308

ITEM 2 POLICY PERIOD:

Inception Date: January 01, 2024 Expiration Date: January 01, 2025
12:01 A.M. local time both dates at the Principal Address stated in ITEM 1.

ITEM 3 ADDRESS INFORMATION FOR NOTICES TO COMPANY:

Email: BSIclaims@travelers.com

Fax: 1-888-460-6622

Mail: Travelers Bond & Specialty Insurance Claim
P.O. Box 2989
Hartford, CT 06104-2989

Overnight Mail: Travelers Bond & Specialty Insurance Claim
One Tower Square, MN06
Hartford, CT 06183

For questions related to claim reporting or handling, please call 1-800-842-8496.

ITEM 4 COVERAGES INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:

Liability Coverages (subject to LIA-3001 Terms & Conditions)

Non-Profit Organization Directors and Officers Liability

Employment Practices Liability

Fiduciary Liability

Crime Coverages

Crime

Kidnap and Ransom

Cyber Coverage

CyberRisk

ITEM 5

LIABILITY COVERAGES (subject to LIA-3001)

NON-PROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY

| | | |
|---|-------------------------------------|--|
| Limit of Liability: | \$5,000,000 | for all Claims |
| Additional Defense Coverage: | <input type="checkbox"/> Applicable | <input checked="" type="checkbox"/> Not Applicable |
| Additional Defense Limit of Liability: | Not Covered | for all Claims |
| Retention: | \$0 | for each Claim under Insuring Agreement A. |
| | \$25,000 | for each Claim under Insuring Agreement B. |
| | \$25,000 | for each Claim under Insuring Agreement C. |
| Prior and Pending Proceeding Date: | April 10, 2013 | |
| Continuity Date: | April 10, 2013 | |

EMPLOYMENT PRACTICES LIABILITY

| | | |
|---|--|--|
| Limit of Liability: | \$5,000,000 | for all Claims |
| Third Party Claim Coverage: | <input checked="" type="checkbox"/> Applicable | <input type="checkbox"/> Not Applicable |
| Additional Defense Coverage: | <input type="checkbox"/> Applicable | <input checked="" type="checkbox"/> Not Applicable |
| Additional Defense Limit of Liability: | Not Covered | for all Claims |
| Retention: | \$25,000 | for each Claim under Insuring Agreement A. |

\$25,000

for each **Claim** under Insuring Agreement B., if applicable

Prior and Pending Proceeding Date:

Claims for Wrongful Employment Practices:
Claims for Third Party Wrongful Acts:

January 01, 2022
January 01, 2022

Continuity Date:

Claims for Wrongful Employment Practices:
Claims for Third Party Wrongful Acts:

January 01, 2022
January 01, 2022

FIDUCIARY LIABILITY

Limit of Liability: \$3,000,000 for all **Claims**

Settlement Program

Limit of Liability: \$250,000 for each **Settlement Program Notice**, which amount is included within, and not in addition to, any applicable limit of liability

HIPAA Limit of Liability: \$1,500,000 which amount is included within, and not in addition to, any applicable limit of liability

Additional Defense Coverage:

Applicable

Not Applicable

Additional Defense

Limit of Liability: Not Covered for all **Claims**

Retention:

\$0
\$0

for each **Claim** under Insuring Agreement A.
for each **Settlement Program Notice** under Insuring Agreement B.

Prior and Pending Proceeding Date:

April 10, 2013

Continuity Date:

April 10, 2013

CRIME COVERAGES

CRIME

| INSURING AGREEMENT | SINGLE LOSS LIMIT OF INSURANCE | SINGLE LOSS RETENTION |
|--|---|-----------------------|
| A. Fidelity 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property | \$3,000,000 \$500,000 Not Covered | \$25,000 \$0 |
| B. Forgery or Alteration | Not Covered | |
| C. On Premises | \$3,000,000 | \$25,000 |
| D. In Transit | \$3,000,000 | \$25,000 |
| E. Money Orders and Counterfeit Money | Not Covered | |

| | | |
|---|-------------|----------|
| F. Computer Crime | | |
| 1. Computer Fraud | \$3,000,000 | \$25,000 |
| 2. Computer Program and Electronic Data Restoration Expense | \$50,000 | \$25,000 |
| G. Funds Transfer Fraud | \$3,000,000 | \$25,000 |
| H. Personal Accounts Protection | | |
| 1. Personal Accounts Forgery or Alteration | Not Covered | |
| 2. Identity Fraud Expense Reimbursement | Not Covered | |
| I. Claim Expense | \$25,000 | \$0 |

Policy Aggregate Limit of Insurance:

Applicable

Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** for Insuring Agreements A through H, inclusive, is: Not Applicable

If a Policy Aggregate Limit of Insurance is not included, then this **Crime Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in section V. CONDITIONS, B.1.a.

Cancellation of Prior Insurance:

By acceptance of this **Crime Policy**, the **Insured** gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers. Not Applicable, such cancellation to be effective at the time this **Crime Policy** becomes effective.

INSURED'S PREMISES COVERED:

All Premises of the **Insured** in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except:

Not Applicable

| KIDNAP AND RANSOM | | |
|--|------------------------------------|----------------------------|
| INSURING AGREEMENT | LIMIT OF INSURANCE | RETENTION |
| A. Kidnap for Ransom | \$1,000,000 for each Insured Event | \$0 for each Insured Event |
| B. Extortion for Ransom | \$1,000,000 for each Insured Event | \$0 for each Insured Event |
| C. Loss of Ransom In Transit/Delivery | \$1,000,000 for each Insured Event | \$0 for each Insured Event |
| D. Covered Expenses for Kidnap or Extortion | \$1,000,000 for each Insured Event | \$0 for each Insured Event |
| E. Covered Expenses for Detention or Hijack | \$1,000,000 for each Insured Event | \$0 for each Insured Event |
| F. Rest and Rehabilitation Expenses | \$50,000 per Insured Person | \$0 for each Insured Event |

| | | |
|--|--|-----------------------------------|
| G. Personal Accident | \$250,000 per Insured Person , subject to the BENEFIT SCHEDULE found in Section III. DEFINITIONS W. not to exceed \$1,000,000 in the aggregate for the Policy Period | \$0 for each Insured Event |
| H. Legal Liability | \$1,000,000 for each Insured Event | \$0 for each Insured Event |
| I. Crisis Response Firm Fees and Expenses | Unlimited for each Insured Event | |

If "*Not Covered*" is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this **Kidnap and Ransom Policy**.

Policy Aggregate Limit of Insurance: Applicable Not Applicable

If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each **Policy Period** is: Not Applicable. If a Policy Aggregate Limit of Insurance is not included, then this **Kidnap and Ransom Policy** is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS, C. LIMIT OF INSURANCE, 1. Policy Aggregate Limit of Insurance.

| | |
|---|--|
| <p>Crisis Response Firm: SPS-Global Assistance Group Limited (SPS) Berkeley Square House, Berkeley Square London, W1J 6BD, United Kingdom In the United States of America (and worldwide): +1 713 918 6401 In the United Kingdom: +44 (0)20 3116 2222 Email: info@sps-global.com Website: www.sps-global.com</p> | <p>Travelers Bond and Specialty Insurance Claim Contact Numbers: US Tel: +1 800 842-8496 (available 24/7/365) See ITEM 3 of the Declarations for the Travelers Claim mailing address</p> |
| <p>Cancellation of Prior Insurance: By acceptance of this Kidnap and Ransom Policy, the Named Insured gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers Not Applicable, such cancellation to be effective at the time this Kidnap and Ransom Policy becomes effective.</p> | |

CYBERRISK DECLARATIONS

CyberRisk Aggregate Limit: \$3,000,000

| Liability | Limit | Retention |
|----------------------|--------------|------------------|
| Privacy and Security | \$3,000,000 | \$25,000 |

| | | |
|------------------------|-------------|---|
| Payment Card Costs | \$1,000,000 | Subject to Privacy and Security Retention |
| Media | \$3,000,000 | \$25,000 |
| Regulatory Proceedings | \$3,000,000 | \$25,000 |

| Breach Response | Limit | Retention |
|-----------------------------|--------------|------------------|
| Privacy Breach Notification | \$3,000,000 | \$25,000 |
| Computer and Legal Experts | \$3,000,000 | \$25,000 |
| Betterment | \$100,000 | NA |
| Cyber Extortion | \$3,000,000 | \$25,000 |
| Data Restoration | \$3,000,000 | \$25,000 |
| Public Relations | \$3,000,000 | \$25,000 |

| Cyber Crime | Limit | Retention |
|--------------------------|--------------|------------------|
| Computer Fraud | NA | NA |
| Funds Transfer Fraud | NA | NA |
| Social Engineering Fraud | \$250,000 | \$25,000 |
| Telecom Fraud | \$250,000 | \$25,000 |

| Business Loss | Limit | Retention |
|---|--------------|------------------|
| Business Interruption | \$3,000,000 | |
| Dependent Business Interruption | \$1,000,000 | |
| Dependent Business Interruption - System Failure | \$1,000,000 | |
| Dependent Business Interruption - Outsource Provider | \$1,000,000 | |
| Dependent Business Interruption - Outsource Provider - System Failure | \$1,000,000 | |
| Reputation Harm | \$3,000,000 | \$25,000 |
| System Failure | \$3,000,000 | |

Additional First Party Provisions

Accounting Costs Limit: \$25,000
 Betterment Coparticipation: 50%
 Period Of Restoration: 180 days
 Period Of Indemnity: 30 days
 Wait Period: 8 hours

Emergency Costs Limit: \$250,000

Knowledge Date: January 01, 2021

P&P Date: January 01, 2021

Retro Date: N/A

Extended Reporting Period

Months: 12

Percentage of Annualized Premium: 75%

ITEM 6

PREMIUM FOR THE POLICY PERIOD FOR ALL COVERAGES:

Policy Premium for all purchased Coverages

ITEM 7

TYPE OF CLAIM DEFENSE FOR LIABILITY COVERAGES (subject to LIA-3001) AND CYBER COVERAGE:

- Reimbursement
- Duty-to-Defend
- Varies by Coverage - See Expanded Claim Defense Options Endorsement

Only the type of CLAIM DEFENSE marked "" is included in this policy.

ITEM 8

EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES (subject to LIA-3001):

Additional Premium Percentage: 75%
Additional Months: 12

(If exercised in accordance with the applicable EXTENDED REPORTING PERIOD condition)

ITEM 9

RUN-OFF EXTENDED REPORTING PERIOD FOR LIABILITY COVERAGES (subject to LIA-3001):

Additional Premium Percentage: Not Applicable
Additional Months: Not Applicable

(If exercised in accordance with the applicable CHANGE OF CONTROL condition)

ITEM 10

ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY FOR LIABILITY COVERAGES SUBJECT TO LIA-3001:

- Applicable
- Not Applicable

Only those coverage features marked " Applicable" are included in this policy.

ITEM 11

FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE FOR ALL COVERAGES:

ACF-7007-0811; ACF-7006-0511; AFE-19029-0719; AFE-19030-0920; LIA-3001-0109; AFE-16001-0119; LIA-7097-0109; LIA-7154-0109; LIA-10001-0610; LIA-19002-1111; EPL-19026-1112; LIA-19097-0315; LIA-19137-0517; NDO-3001-0109; NDO-7003-0109; NDO-7009-0109; NDO-7019-0109; NDO-19001-0512; NDO-19006-1112; NDO-19009-0713; NDO-19005-0216; NDO-19016-0517; NDO-19017-0517; NDO-7012-0819; NDO-7017-0720; NDO-19030-0122; EPL-3001-0109; EPL-7013-0109; EPL-7059-0109; EPL-7110-0109; EPL-19020-0712; EPL-19050-0316; EPL-19057-0517; EPL-19058-0517; EPL-19059-0517; EPL-19060-0517; EPL-19063-0319; EPL-19066-0919; FRI-3001-0109; FRI-19030-0712; FRI-19065-1112; FRI-19086-0414; FRI-19093-1015; FRI-19103-0517; LIA-7115-0911; LIA-7021-0109; CRI-3001-0109; CRI-19060-0713; CRI-19072-0315; CRI-19101-1117; CRI-19115-0519; CRI-19085-0919; CRI-19122-1120; CRI-5015-0613; KER-16001-0716; KER-19053-0716; KER-19045-0716; KER-19047-0716; KER-19050-0716; KER-19025-0716; KER-19026-0716; KER-17023-0716; CYB-16001-TOC-0620; CYB-16001-0620; CYB-19105-0119; CYB-19108-0119; CYB-19123-0519; CYB-19122-0519; CYB-19102-0620; CYB-19104-0620; CYB-19124-0919; LIA-5014-1107

ITEM 12 **LIABILITY COVERAGE SHARED LIMIT OF LIABILITY FOR LIABILITY COVERAGES** (subject to LIA-3001):

Applicable

Not Applicable

N/A

for all **Claims** under the following **Liability Coverages** that are subject to the Terms & Conditions in LIA-3001:

If the **Liability Coverages** selected in ITEM 12 are also **Scheduled Coverages** selected in ITEM 13, then the amount of the **Liability Coverage Shared Limit of Liability** set forth in ITEM 12 is part of, and not in addition to, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages** set forth in ITEM 13.

ITEM 13 **SHARED LIMIT OF LIABILITY/LIMIT OF INSURANCE FOR SCHEDULED COVERAGES:**

Applicable

Not Applicable

N/A

for all **Claims** and limits of insurance under the following **Scheduled Coverages**:

The Company's maximum liability for the **Policy Period** for all **Claims** and limits of insurance under the **Scheduled Coverages** listed in ITEM 13 will not exceed the amount of the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**. Any Additional Defense Limit of Liability, Supplemental Personal Indemnification Limit of Liability, or Identity Fraud Expense Reimbursement Limit of Insurance is in addition to, and not part of, the **Shared Limit of Liability/Limit of Insurance for Scheduled Coverages**.

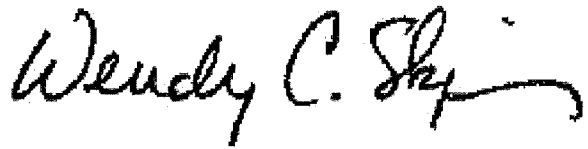
PRODUCER INFORMATION:

M J INSURANCE INC
PO BOX 3430
CARMEL, IN 46082-3430

IN WITNESS WHEREOF, the Company has caused this policy/bond to be signed by its authorized officers.



President



Corporate Secretary