



# SJN DATA CENTER LLC DBA ENCORE TECHNOLOGIES

4620 Wesley Avenue,  
Cincinnati, OH 45212  
Phone: 513.493.4626

## Quotation

Number: 73716

Date: 11/21/2024

Quote prepared for: Bert Morris

**Bill To:**  
Bert Morris  
Boone County Board of Ed Ref: 00618  
8330 US Hwy 42  
Florence, KY 41042  
Phone: (859)283-1003  
Email: bert.morris@boone.kyschools.us

**Ship To:**  
Bert Morris  
Boone County Board of Ed  
8330 US Hwy 42  
Florence, KY 41042

| Item # | Mfr. Part | Description  | Price       | Qty | Extended     |
|--------|-----------|--|-------------|-----|--------------|
| *1     | 210-BKWN  | OptiPlex Small Form Factor (Plus 7020)<br>Intel® Core™ i5 14600 vPro® (24MB cache, 14 cores, 20 threads, up to 5.2 GHz Turbo)<br>Windows 11 Pro, Natl Aca STANDARD. K12 EDU only. MSFT LOE Approval req'd. Eng, Fr,<br>Es,Brazilian Port<br>16 GB: 1 x 16 GB, DDR5<br>256GB M.2 PCIe NVMe Class 35 Solid State Drive<br>Intel® Graphics<br>OptiPlex SFF Plus with 300W Platinum Power Supply<br>8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive<br>No Media Card Reader<br>No Wireless LAN Card<br>Optional HDMI Port<br>English US non-backlit Dell keyboard KB216<br>Dell Optical Mouse - MS116 (Black)<br>Internal Speaker<br>Intel vPro® Essential<br>Consult-Infrastructure Consulting Services,Dell Instructor-Led Prof Learning Voucher-1 yr<br>expiration<br>4Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support<br>Mfr: DELL TECHNOLOGIES  | \$ 951.28   | 18  | \$ 17,123.04 |
| *2     | 210-BLXJ  | Dell 22 Monitor - P2225H<br>4Y Basic Hardware Service with Advanced Exchange after remote diagnosis<br>Mfr: DELL TECHNOLOGIES  | \$ 131.74   | 18  | \$ 2,371.32  |
| *3     | 210-BLYZ  | Dell Latitude 5550 XCTO Base<br>Intel® Core™ Ultra 5 135H vPro® (18 MB cache, 14 cores, 18 threads, up to 4.6 GHz Turbo)<br>Windows 11 Pro, Natl Aca STANDARD. K12 EDU only. MSFT LOE Approval req'd. Eng, Fr,<br>Es,Brazilian Port<br>Integrated Intel® Arc™ graphics or Intel® graphics for Intel® Core™ Ultra 5 135H vPro® processor<br>Intel® vPro® Enterprise Technology Enabled<br>16 GB: 1 x 16 GB, DDR5, 5600 MT/s<br>256 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD<br>15.6", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD Cam<br>FHD HDR RGB Camera, TNR, Camera Shutter, Microphone<br>English US backlit Copilot key keyboard with numeric keypad, 99-key<br>Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card<br>3-cell, 54 Wh, ExpressCharge<br>100W AC adapter, USB Type-C, EPEAT, TCO Gen9 compliant<br>No Security<br>Consult-Infrastructure Consulting Services,Dell Instructor-Led Prof Learning Voucher-1 yr<br>expiration<br>4Y ProSupport Plus with ProSupport and AD and KYHD and Service Account Mgr<br>Mfr: DELL TECHNOLOGIES | \$ 1,054.07 | 60  | \$ 63,244.20 |
| *4     | 210-AZBM  | Dell Dock - WD19S 130w Power Delivery - 180w AC<br>4Y Basic Hardware Service with Advanced Exchange after Remote Diagnosis<br>Mfr: DELL TECHNOLOGIES   | \$ 174.70   | 10  | \$ 1,747.00  |



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ENCORE TECHNOLOGIES**

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| Item #                                      | Mfr. Part | Description  | Price     | Qty. | Extended     |
|---|-----------|--|-----------|------|--------------|
| *5  | 210-BLDW  | OptiPlex All-in-One (7420)<br>Intel® Core™ i5 14600 vPro® (24MB cache, 14 cores, 20 threads, up to 5.2 GHz Turbo)<br>Windows 11 Pro, Natl Aca STANDARD. K12 EDU only. MSFT LOE Approval req'd. Eng, Fr, Es,Brazilian Port<br>16 GB: 1 x 16 GB, DDR5<br>256 GB, M.2 2230, PCIe NVMe, SSD, Class 35<br>Intel® Graphics<br>Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card GYZH8NJ 555-<br>OptiPlex All-in-One 7420, 65W CPU, Touch, FHD HDR camera, UMA, 160W Bronze<br>Dell Multimedia Wired Keyboard - KB216 Black - US English<br>Dell Optical Mouse - MS116 (Black)<br>Height Adjustable Stand for OptiPlex All-in-One<br>Intel vPro® Essential<br>Consult-Infrastructure Consulting Services,Dell Instructor-Led Prof Learning Voucher-1 yr expiration<br>4Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support<br>Mfr: DELL TECHNOLOGIES | \$ 916.00 | 1    | \$ 916.00    |
| 5 item(s)                                   |           |  | Sub-Total |      | \$ 85,401.56 |
|   |           |  | Tax @ 0%  |      | \$ 0.00      |
|   |           |  | Freight   |      | \$ 0.00      |
|   |           |  | Total     |      | \$ 85,401.56 |
| ** Tax and Freight Not Included In Total ** |           |  |           |      |              |

Quote Valid Until: 12/21/2024

**Statement of Confidentiality**

The information and pricing in this proposal shall not be disclosed outside of the opportunity this quote is being offered and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal to the extent permitted by law. If a contract is awarded to Encore as a result of or in connection with the submission of this proposal, the client shall have the right to duplicate, based upon the license rights held by Encore. This restriction does not limit the right of the client to use information contained in the data if it is obtained from another source without restriction.

Prepared by: Hans Roedlg

Email: Hans.Roedlg@encore.tech

Phone: 513.493.4626


Proposal No. 0000109423.1

Expiration Date: 01/04/2025

|   |  |  | 48 Month<br>TELP |                            |
|---|--|--|------------------|----------------------------|
|   |  |  | Payments         | Annual                     |
|   |  |  | Due              | Advance                    |
|   |  |  | Interim Rent     | None                       |
| Quote                                       | Description  | Product Subtotal                         | Rate Factor      | Payment                    |
| Dell Quote                                  | Dell Latitude 5550                                 | \$85,401.56                              | 0.27328          | \$23,338.93                |
|   | OptiPlex Small Form Factor (Plus 7020)             | \$17,123.04                              | 0.27328          | \$4,679.46                 |
|   | Dell 22 Monitor - P2225H                           | \$2,371.32                               | 0.27328          | \$648.05                   |
|   | Dell Dock- WD19S 130w Power Delivery 180w Power Su | \$1,747.00                               | 0.27328          | \$477.43                   |
|   | OptiPlex All-in-One (7420)                         | \$916.00                                 | 0.27328          | \$250.33                   |
|   | Dell Latitude 5550                                 | \$63,244.20                              | 0.27328          | \$17,283.67                |
| *Personal Property Management Fee may apply |  |  |                  |                            |
| Total Amount:                               |  | Rate Factor & Payment<br>Financed Amount | 0.27328          | \$23,338.93<br>\$85,401.56 |
| Structure Notes                             |  |  |                  |                            |

Sean Hatch

DFS Account Manager

 Sean\_Hatch@Dell.com

Proposal Notes

End of Term Option(s):

- Tax Exempt Lease Purchase (TELP) options:**
- Exercise the option to purchase the products for one dollar; or,
  - For an agreed upon fee, return all products to DFS at lessee's expense.

Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Restrictions and additional requirements may apply to transactions with governmental or public entities. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of a payment solution. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change.

Additional Information:

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a personal property tax on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**DOCUMENTATION:** The Agreement executed between DFS and Lessee shall include all required leasing terms and conditions, including, but not limited to, payment terms, non-appropriation, essential use, authority, taxes, and insurance. In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

To explore how Dell Financial Services payment solutions can help take your business to the next level, please visit [Payment Solutions | Dell USA](#)

## MyDFS Terms of Use:

### I. Acceptance of Terms

These terms of use constitute a legal agreement ("Agreement") between you ("customer" or "you") and Dell Financial Services L.L.C. ("DFS" or "we" or "us") regarding your accessing, browsing and/or using MyDFS Portal ("Site"). The Site provides access to several services related to your Dell Preferred Account, Dell Business Credit Account, or any other line of credit you have or establish with DFS (hereinafter, the "Account"). The services you may access through the Site include (i) electronic communications; (ii) bill payment services; and (iii) Account management services (collectively, the "Services"). When you use any of the Services described in this Agreement, or authorize others to use them in connection with your Account, you agree to the terms and conditions of the entire Agreement. You acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations, including U.S. export laws and regulations including those which apply to exporting data. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright Law and international treaties. This Site is controlled and operated by DFS from its offices within the United States. DFS makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so of their own initiative and are responsible for compliance with applicable local laws. Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws of the State of Texas.

### II. Use Restrictions

The copyright in all material provided on this Site is held by Dell Inc. ("Dell"), DFS or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Dell, DFS or the copyright owner. Permission is granted to display, copy, distribute and download the materials on this Site for personal, non-commercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed materials. You also may not, without permission from Dell and DFS, "mirror" any material contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

### III. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL DFS OR ITS EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE OR ANY SITE OPERATED BY ANY THIRD PARTY, EVEN IF DFS OR A DFS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF MATERIALS FROM THIS SITE OR ANY SITE OPERATED BY ANY THIRD PARTY RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### IV. Our Transmissions

All personal data provided to DFS will be handled in accordance with [DFS' Consumer Privacy Policies](http://www.dfs.dell.com/pages/Privacy.aspx), located at [www.dfs.dell.com/pages/Privacy.aspx](http://www.dfs.dell.com/pages/Privacy.aspx). Subject thereto, any material, information or idea you transmit to or post on this Site by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by DFS, its affiliates or to its or their institutional funders for any purpose whatsoever, including, but not limited to, developing and marketing products provided the purpose is consistent with DFS' Consumer Privacy Policies. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libelous, defamatory, obscene,

scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

## **V. Electronic Communications**

DFS sends Account holders various types of legal notices, including but not limited to: change in terms notices, notices of increase or decrease in credit lines, privacy notices, Account updates, and periodic billing statements (collectively, the "Electronic Communications"). After account opening, we will provide important legal notices and access to periodic billing statements electronically.

Please read the following terms and conditions carefully before accessing your Account(s). By signing up with DFS Electronic Communications, you agree to be bound by and comply with this Agreement and the terms and conditions governing the Electronic Communications. If you do not agree to comply with these terms and conditions, you may not access to your Account via the Site. You understand that you must be a DFS customer and have a currently active account. You are not required to consent to receiving Electronic Communications, in which case you will receive such communications in paper form.

A. Consent. By electing to receive Electronic Communications, you are consenting to receive from us by electronic means, billing statement notices and your billing statement(s) for the Account(s), change in terms notices, notices of increase or decrease in credit lines, privacy notices, Credit Bureau and billing dispute communications, Collection notices and additional communications about the Account(s) you have specified. You will receive your communication(s) from us in this manner, unless you withdraw your consent.

B. Withdrawal. You may withdraw your consent to receive Electronic Communications at any time. To withdraw your consent to receive paperless statements, please log on to the Site and turn off paperless statements in the Preferences menu. If you wish to withdraw your consent to receive all other Electronic Communications, please send an email to [US\\_DFS\\_ED-Withdrawal@dell.com](mailto:US_DFS_ED-Withdrawal@dell.com).

C. Email Address. You agree that we may send Electronic Communications to the email address associated with your use of the Site, including any responses to your inquiries, and you acknowledge that this is not a secure form of communication (we will never send sensitive or confidential Account or customer information via email). Electronic Communications will be provided to you online or sent to the email address you provided. If an Electronic Communication is sent via email and is returned as undelivered, we may use any other email address that we have for you. We also reserve the right to use postal addresses. If your email address does change, please update it on the Site or call us at 1-800-283-2210. Unless otherwise required by law, you agree that any Electronic Communications will be deemed received by you when sent by any means set forth above. DFS will send your periodic billing statement notice and any other notification to the email address on record.

D. Password. You agree that the password you use to access an Account through DFS Electronic Communication will be kept confidential. If you forget your password, you may reset your password online. You understand that you have sole responsibility for the security of your password. You are solely responsible for notifying us of the loss or theft of a password. DFS will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password.

E. System Requirements. To access the information subject to this consent, you will need an active email address as well as a web browser that meets the security requirements of our site, specifically the latest versions of Safari, Mozilla Firefox, Google Chrome, Internet Explorer, or Microsoft Edge. For the latest versions, please visit [Firefox](#); [Google](#); or [Microsoft](#). You will also need Adobe Acrobat Reader, which is a free download from [www.adobe.com](http://www.adobe.com). To retain a copy of any periodic billing statement, you will need a printer or a storage device, such as a hard drive. You are responsible for maintaining an email address that is active and can receive email from DFS for the purpose of receiving your legal notices electronically. If any of the above system requirements change, and we believe that such change may create a material risk that you will be unable to access electronic communications, we will notify you of the new hardware/software requirements.

## **VI. Online Bill Payment Services**

DFS provides its customers with two electronic bill payment options: (1) an autopay service that you can use to schedule recurring payments ("Autopay"); and (2) a payment service that you can use to make one-time payments. To utilize either of these electronic payment options, you will need to provide your DFS Account number, name, email address and certain banking information. Details of each electronic payment option are provided below.

#### **A. Autopay**

DFS customers may elect to use Autopay to schedule recurring payments. The following terms and conditions apply to the Autopay service. You understand that participation in the Autopay service is subject to DFS approval. You may enroll in Autopay through the Site or by verbal agreement with electronic signature.

By enrolling in Autopay, you are authorizing DFS to treat your electronic signature as evidence of your consent to initiate recurring electronic payment transactions from your designated bank account ("Designated Account"). You are also authorizing DFS to initiate debit entries to your Designated Account, at the financial institution you have indicated, using the Automated Clearing House ("ACH") or other payment transfer service chosen by DFS from time to time. You acknowledge that the origination of ACH transactions to your Designated Account must comply with the provisions of U.S. law. You understand that this authorization will remain in full force and effect until DFS has received notification from you of its termination in such time and in such manner as to afford DFS and your designated financial institution a reasonable opportunity to act on it.

**1. Autopay Options.** Each month, you authorize DFS to automatically charge your Designated Account for one of the following choices:

**Minimum Amount Due ('Min Due')** – When this amount is selected, DFS will draft the 'Minimum Payment Due' reflected on your periodic billing statement. Any payments made through other approved methods will not affect the Autopay amount to be drafted. If you wish to skip any month's draft, you must cancel your Autopay enrollment via the Site prior to the processing date. The 'Minimum Payment Due' on your billing statement reflects the current billing cycle minimum amount due plus any past due amounts.

**Minimum Amount Due + \$\$ Amount ('Min Due +')** – When this amount is selected, DFS will draft the 'Minimum Payment Due' reflected on your periodic billing statement plus the dollar amount you designate. Any payments made through other approved methods will not affect the Autopay amount to be drafted. If you wish to skip a month's draft, you must cancel your Autopay enrollment via the Site prior to the processing date.

**Full Statement Balance ('Balance')** – When this amount is selected, DFS will draft the 'New Balance' amount reflected on your periodic billing statement, less any payments or credits posted to your Account since the date of your billing statement. For example, if your last statement balance is \$500, and you make a payment of \$100 prior to your due date, DFS will draft the remaining \$400 on your due date.

**Amount Due: Lease Contracts Only** – When this amount is selected, DFS will draft the total sum of all charges reflected on your lease invoice. Charges may include, but are not limited to, rental amounts, fees, and property tax assessments.

If your due date falls on a Sunday, legal holiday or other day that we are not open for business, we will process your payment on the next available business day. However, the payment will be credited to your Account as if it had been processed and posted on the due date. All payments are subject to further verification.

For any automatic payment option above that you have selected, DFS will not debit your Designated Account by an amount that will cause your Account to have a credit balance. You authorize DFS to reduce the amount of the debit previously disclosed to you on your billing statement so that the amount debited does not exceed the Account balance as of the time we begin processing your payment.

**2. Termination and Unenrollment.** If funds are not fully available at any time during your participation in Autopay, or your Account is otherwise not in good standing, we reserve the right to terminate your participation therein. If a payment is rejected, refused, returned, disputed, or reversed by your financial institution for any reason, then DFS has the right to charge a returned item fee. In addition, if there are multiple occurrences of returned payments, DFS may terminate your participation in Autopay. DFS also reserves the right to terminate your participation in Autopay at any time, as authorized by applicable law. If your participation in Autopay is terminated by us for any reason, you will receive a notification that your Account has been unenrolled. If your Account is closed and there is an outstanding

balance on the Account, DFS will continue to automatically debit your Designated Account unless you unenroll from Autopay.

**3. Financial Institution Rules.** You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfers. You are responsible for all fees charged by your financial institution associated with your Designated Account.

**4. Monthly Statement and Billing Errors.** If you consent to receive paperless statements, DFS will make your monthly statement available to you online through the Site. You agree to review each monthly statement you receive and give DFS notice of any errors or disputed charges at least 3 days prior to your statement due date. If a billing error occurs due to a transaction you dispute on your monthly billing statement, DFS is responsible for correcting it if and when you notify us of the error, subject to the terms of your Credit Agreement. Unless you notify us of a billing error at least 3 days in advance of your scheduled payment due date, we will draft the scheduled Autopay debit amount reflected on your periodic billing statement. DFS is not liable for erroneous periodic billing statements, incorrect debits or charges, or for any delay in the actual date on which your Designated Account is debited.

**5. Changes to Account.** You must notify us if (a) any information changes regarding your Designated Account, or (b) if you wish to change the account or financial institution from which your payment is debited, or (c) if you wish to stop a payment or discontinue your participation in the program. All changes to information regarding your Designated Account may be made by logging in to the Site. If you do not update your Designated Account and DFS is unable to charge the Designated Account, you may be subject to applicable late fees, returned item charges and any fees or charges assessed by your financial institution.

**6. Stop Payment.** You may cancel or edit any Autopay debit by signing in to your user profile on the Site, and following the Edit or Cancel links on the Autopay page, or by contacting a DFS Customer Service representative at the appropriate toll-free number listed below.

1. 1(800) 283-2210 - Dell Preferred Account
2. 1(866) 413-3355 - Dell Business Credit
3. 1(877) 663-3355 - Dell Lease

You will not incur a charge for canceling or editing an Autopay debit prior to being processed by us. You understand and agree that once we have begun processing a payment it cannot be cancelled or edited by us. DFS must receive your request to cancel or edit an upcoming automatic debit at least three (3) business days before the scheduled debit date as set within your Account.

## **B. Bill Payment Service**

In addition to Autopay, DFS may permit you to make one-time payments of your bill through the Site Portal if you comply with the following terms:

- By clicking "Submit" for such a one-time payment you authorize DFS or its service providers to charge your bank account, based on upon the information you provided, the amount you have elected
- Clicking "Submit" for this service provides your electronic signature for the authorization.
- Same day payments can be scheduled online until 11:59 PM CT
- Payments will generally withdraw from your bank account within 2 business days.
- A late fee may be applied to your DFS account if you schedule a payment to credit to your DFS account after your due date.
- If a charge to your bank account is declined including for insufficient funds, we may re-submit the charge up to the number of times permitted by network rules, and we also reserve the right to undertake further collection action, including imposing costs and fees to the extent permitted by law. If a charge is declined by your bank you remain responsible for making the payment.

## **VII. Agreement Termination, Revision, and Applicable Law**

This Agreement shall be construed according to federal law, including the Electronic Signatures in Global and National Commerce Act, as well as the laws of the state listed in the governing law section of your Credit Agreement or Lease Contract. We reserve the right to restrict or terminate access to any Account(s) enrolled in any of the Services offered through the Site at any time. We also reserve the right to change any terms described in this Agreement.

DFS may at any time revise this Agreement by updating this posting. By using this Site and the Services, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Agreement to which you are bound. By continuing to use the Site and the Services after revisions are in effect, you accept and agree to all revisions.

By clicking the "Accept" button below, you acknowledge that you understand and accept this Agreement, including specifically the provisions regarding Electronic Communications contained in Section V.

## ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **SJN Data Center, LLC dba Encore Technologies** ("Vendor"), and is intended to amend, modify, and supplement the \_\_\_\_\_ (hereinafter, the "Agreement").

**WHEREAS**, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

**NOW THEREFORE**, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

**Section 1. Prohibition Against Use of Student or District Likeness.** Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

**Section 2. Open Records.** Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

**Section 3. Equitable Relief.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

**Section 4. Governance.** The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

**Section 5. Effect of Addendum.** The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

**IN WITNESS WHEREOF**, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

**BOONE COUNTY SCHOOL DISTRICT**

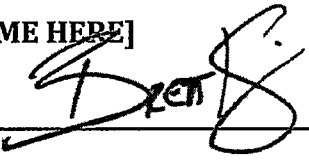
By: \_\_\_\_\_

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

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

Title/Position: \_\_\_\_\_

**[VENDOR NAME HERE]**

By:  \_\_\_\_\_

Date: 12/17/2024

Printed Name: Brett Kiser

Title/Position: VP of Sales – Public Sector