

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

Paper Education America Inc., a corporation organized under the laws of Delaware with its principal place of business located at 1223 Wilshire Blvd, Suite 1520, Santa Monica, CA 90403 (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.** This DPA, together with the Service Agreement, is the entire agreement between the Parties and supersedes any and all agreements, 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 Service 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 April 30, 2025 (the “**Effective Date**”) and shall continue for three (3) years, terminating on April 30, 2028.
3. **Services.** The services to be provided by Provider to the Board pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”). 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. 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 legally prohibited from doing so or lawfully directed by the Requesting Party not to inform the Board of the request.
5. **Subprocessors.** Provider shall enter into written agreements or ensure it has written terms of service with all Subprocessors 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 no less stringent than 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 Joshua Atir, Chief Technology Officer, or their designate as the data custodian ("Data Custodian") of the Confidential Data. The Board will release all data and information under this DPA to Data Custodian. Data Custodian 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. Subject to the permissions of 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 agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Confidential Data pursuant to the Service Agreement.
5. **Insurance.** Provider shall maintain, during the term of this Agreement, a cyber-insurance liability policy, in the amount of \$5M. Upon request, Provider shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, Kentucky 40218

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 data has been fully de-identified in a manner that makes re-identification impossible. 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 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.** Subject to the limitations of liability set forth in the Service Agreement, 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 ten (10) 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 or as permitted by this DPA or the Service Agreement, 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 reasonably 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 student's parent. Provider shall work with the student's school and district to determine the best method of collecting parental permission. 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).

For the purposes of this Article V, Section 6, the parties agree that Provider is not a cloud computing service provider as defined in KRS 365.734(1)(b).

ARTICLE VI: MISCELLANEOUS

- 1. 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.

2. **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.
3. **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 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.
4. **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.
5. **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.
6. **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: Dr. Joe Ellison Title: Assistant Superintendent High Schools Address: 332 Newburg Rd
Louisville, KY 40218

Phone: 502-485-7632 Email: joseph.ellison@jefferson.kyschools.us

The designated representative for the Provider for this DPA is:

Name: Joshua Atir Title: Chief Technology Officer

Address: 1223 Wilshire Blvd Suite 1520, Santa Monica, CA 90403

Phone: 855-800-2082 Email: josh@paper.co, with a copy to legal@paper.co

7. **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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.

14. **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," as provided to Provider in writing, 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.
15. 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.
16. **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, except for Provider's customer success managers provided they are supervised by the Board's personnel.

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: _____
Printed Name: Marty Pollio
Title/Position: Superintendent

Paper Education America Inc.

By: Chris Edwards Date: 4/17/2025
Printed Name: Chris Edwards
Title/Position: Finance

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:

[Paper shall provide access to Paper’s platform hosted on a SaaS basis, (app.paper.co) which provide schools with unlimited access to a variety of services through a device-agnostic, secure, Educational Support System (ESS). With Paper, students will have access to on demand tutoring services through “Live Help” and homework and paper review through “Review Centre”. Paper shall also provide access to “Paper Math” and “Paper Reading”, as well as “Paper Missions”, “Teacher Assign”, and “MajorClarity by Paper” college and career readiness services, through the platform.

Paper’s services may also include GROW, Paper’s High Impact Tutoring services, whereby tutoring will be provided through small group, live video sessions for a prescribed period.

COMPENSATION

Purchase orders for any GROW services purchased shall be entered by each participating school. Funds for purchasing access to the Platform district-wide shall come from .. Total payments under this DPA shall not exceed \$1,395,000.00 for a 14 month term, or \$1,195,714.29 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.	<input checked="" type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Staff Data	First and Last Name	<input type="checkbox"/>
	Email Address	<input checked="" type="checkbox"/>
	Staff ID number	<input type="checkbox"/>
	Other information – Please specify	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

EXHIBIT “C”

DEFINITIONS

Compensation: Amounts to be paid to the Provider in exchange for software access 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.

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]

_____ 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.

_____ By **[Insert Date]**

Signature

Authorized Representative of the Board

Date

Verification of Disposition of Data

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)
X	American Institute of CPAs	SOC2
	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

Paper™ Educational Support System Service Agreement

This Paper™ Educational Support System Service Agreement is entered into by and between:

Paper Education America Inc., a Delaware corporation having its principal place of business at 1223 Wilshire Blvd #1520 Santa Monica, CA 90403 (" **Paper** "); and

Jefferson County Public Schools, an educational institution having its head office at 3332 Newburg Road, Louisville, Kentucky 40218, United States (" **District** ").

(each a " **Party** ", and collectively the " **Parties** ")

RECITALS

WHEREAS , Paper has developed an online educational support system that provides a variety of personalized learning services designed to improve student achievement, the features of which are more fully set out on Paper's website located at www.paper.co (the " **Platform** ");

WHEREAS , District wishes to provide to its students access to the Platform for educational support purposes in connection with their educational journey with the District from Kindergarten through Grade 12 and preparation for college and/or their future career, as well as allowing teachers and administrators to access the Platform for supervision, reporting, and administration purposes;

WHEREAS , Paper and District wish to set out the contractual terms pursuant to which access to students, teachers and administrators will be given to the Platform;

WHEREAS the Parties executed the Data Processing Agreement, along with this Agreement (together, the " **Contract** ");

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Introduction and Term

Capitalized terms where used herein and not defined in the body of this agreement shall have the meaning given to them in Schedule B "Definitions".

A. Overview of the Services

For the duration of the Term, Paper will provide access to the Platform to the District's Users, plus related Services as further described herein. The Platform provides User access to a variety of educational support functionality, which includes the following if purchased, but is not limited to: access to live help (on demand tutoring) and homework review (Review Centre) provided by Educators, independent and interactive subject

matter practice modules (Paper Missions, Paper Reading, Paper Math), and tools for academic planning and college and career readiness (MajorClarity by Paper). Students may access the Platform only for their educational use in connection with their educational journey with the District from Kindergarten through Grade 12 and preparation for college and/or their future career.

In addition to the services described above, District may also purchase G.R.O.W. High Impact Tutoring services.

The actual Services purchased, as well as the price and other particulars therefore, are set out in the Order Form.

Unless specifically indicated otherwise, in the case of a conflict between the respective terms of this Service Agreement and the DPA, the order of prevalence for resolving conflicts shall be (a) the Data Processing Agreement, then (b) this Service Agreement. The District represents and warrants that there are no further restrictive terms affecting the Services.

B. Effective Date and Term

The Term of this Agreement shall commence upon signature by both Parties. This Agreement will automatically renew for an additional one-year Renewal Term upon completion of the Initial Term, and upon completion of any Renewal Term, for the number of students and according to the annualized pricing set forth in the Order Form, unless either party provides prior notice of such Party's intent to terminate or modify the Order Form terms for the Renewal Term at least sixty (60) calendar days prior to the end of then Current Term. The Services will commence upon signature unless otherwise stated in the Order Form.

C. Termination

The termination rights shall be found in the Data Processing Agreement. If the Data Processing Agreement shall be terminated for any reason, this Service Agreement shall also be terminated.

Without limiting the foregoing, Paper may terminate and/or suspend access to the Platform in its discretion in the event of non-payment of Service fees.

All rights to the Services, including access to and use of the Platform, expire when this Agreement is terminated, regardless of the reason for termination, and no such rights of use or access shall subsist for District or any Users.

2. Paper's Obligations

Paper agrees to reasonably cooperate with District in its provision of the Services, including, but not limited to, fulfilling the following obligations under the present Agreement:

A. Access to the Platform

Upon commencement of the Initial Term, Paper will promptly create accounts for District's Users to enable their Platform access, utilizing the rostering data provided by the District hereunder, and in the manner further described in this Agreement.

B. Professional Development/Platform Training

Paper will provide reasonable and appropriate training on use of the Platform to District's teacher and administrator Users (e.g., training and workshops). Unless otherwise set out in the Order Form, training services shall be provided remotely by Paper and without additional charge to District.

C. Service Level Commitment

Notwithstanding anything to the contrary in the Contract, the Platform will be available on a 24/7 basis, 95% of the time calculated on a monthly basis (subject to any required emergency maintenance); however, District acknowledges that Educators qualified to interact with students on all course topics and in all languages for Live Help and Review Centre services may not be available at all service times.

The Platform will not be considered unavailable to District if District's inability to access or use the Platform arises due to (i) delays on the part of District with the provisioning of data required for rostering, (ii) problems with Districts' or Users' hardware or software, (iii) problems with third-party telecommunication services or networks, (iv) other delays on the part of the District or within the District's control, (v) required emergency maintenance, and (v) any other circumstances beyond the control of Paper, including due to force majeure. For clarity, District's payment obligations set forth in 3.D below shall continue to be applicable in any of the foregoing circumstances (i) through (vi).

Paper shall take commercially reasonable measures to ensure that maintenance takes place during scheduled maintenance periods.

D. Technical Support

Paper agrees to provide reasonable technical support to District using industry standard remote communication methods during business hours, except holidays observed by Paper. The purpose of the technical support service is to attempt to identify and resolve functional problems in the Platform.

E. Privacy and Security

Paper agrees to process personally identifiable information of Users (hereinafter, "User PII") as described in the the Paper Educational Support System Privacy Statement, accessible at <https://pages.paper.co/privacy-statement> (hereinafter, the "Paper Privacy Statement"), which is incorporated herein by reference and may be updated from time to time according to the process set forth therein in order to reflect new or modified Platform functionality, technology, service providers, or other changes to our collection and use of personal information. District acknowledges that advance or new features or functionality made available to District may not be expressly addressed by the Paper Privacy Statement upon initial availability for testing, feedback, or initial integration purposes, although Paper will always process User data in alignment with the principles therein.

Paper shall maintain an industry standard information security program designed to protect against reasonably anticipated threats and hazards to the security and integrity of User PII. The Parties agree that properly de-identified data derived from the Services shall not constitute User PII and that Paper may use such de-identified data for any lawful purpose.

F. User Adoption and Engagement Activities

Paper agrees to provide reasonable support to District in relation to encouraging adoption and use of the contracted Services by District's Users. Such reasonable support includes, but is not limited to, providing District with commercially reasonable awareness materials that can be distributed by District, and providing teacher and administration training services as described herein.

G. Usage Reporting and Impact Assessment

Upon written request, Paper agrees to provide commercially reasonable reporting to District on usage of the Services with any District-specific requirements mutually agreed upon by the Parties prior to the execution of the contract to ensure the requested data is accessible and shareable. Contingent on District's provision of

required outcome, diagnostic, or achievement data, and any optional study-dependent demographic data, Paper may, at its discretion, conduct impact assessments for District.

H. Subcontracting and Third-Party Service Providers

Paper may subcontract obligations under the Agreement but will remain liable to District for any subcontracted obligations. District acknowledges and agrees that Paper Education may share information with third-party service providers used in the provision of Services as further described in the Paper Privacy Statement.

I. Insurance

For the duration of the Agreement, Paper agrees to procure and maintain valid liability insurance policies from reputable insurance carriers that meet or exceed the following minimum coverage limits:

- Commercial General Liability: \$1,000,000 USD
- Professional Liability: \$1,000,000 USD
- Cyber Liability Insurance: \$5,000,000 USD
- Workers' Compensation in compliance with the limits required under the respective jurisdiction where the Services are being provided

Paper shall provide District with certificates of insurance evidencing the above required coverages upon District's written request.

J. Third-Party Verification Service

Paper Education relies on a third-party verification service to verify information about its Educators such as, but not limited to, name, address, social security number, and criminal background. District does hereby represent, understand and expressly agree that Paper does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information collected and provided by the third-party verification service.

3. District's Obligations

District agrees to reasonably cooperate with Paper as needed in order for Paper to provide the Services, including, but not limited to, fulfilling the following obligations under the present Agreement:

A. Data and Privacy

The District acknowledges and agrees that providing Paper with data required for the provision of Services as further described in Section 3.D (Implementation, Enablement and Engagement Support) below, is critical to the success of the partnership, and as such failure to so provide would constitute a material breach of this Agreement. District further agrees to reasonably cooperate with Paper to the extent District must make technical changes (e.g., whitelisting Paper domains) in order for Paper to provide necessary or requested Services functionality. District represents that it has received and reviewed the Paper Privacy Statement. District shall provide all necessary data set out in Appendix A of the Data Processing Agreement, and will not supply Paper with data that is not reasonably necessary in order for Paper to provide the Services to District.

District represents and warrants that it has obtained all necessary consents and approvals for the provision of the Services and the processing of Student data through the Platform, including without limitation any consent or approval required by applicable laws, acts or regulations (such as, but not limited to, verifiable consent pursuant to the "Children's Online Privacy Protection Act" (COPPA)). District has designated Paper as a "school official" (as defined in the Family Educational Rights and Privacy Act, "FERPA") having a "legitimate educational interest" in the Student data shared by District for the provision of the Services, and has made any parental notifications required for the provision of Services hereunder. Should Paper determine that all required

consents have not been obtained for District's Users, it shall be entitled to immediately terminate access to the Platform for such Users, which shall not constitute a breach of Paper's obligations under this Agreement.

B. Platform Policies and Student Health and Safety Incident Reporting

District acknowledges that in order to be granted access to the Platform, each User must agree to comply with the Platform Policies, which may be modified from time to time, and that the failure to agree to such policies or non-compliance with such policies may result in the temporary or permanent exclusion of the User from the Platform. In the event a User is excluded due to a refusal to be bound, or non-compliance with, the Platform Policies, District shall not be entitled to reimbursement of any fees or other charges paid with respect to such User's access.

District shall designate an Emergency Contact in the Order Form for the purposes of student health and safety reporting. District represents and warrants that Paper is authorized to disclose student health and safety incidents to the Emergency Contact, and such incidents may contain student personal information. District acknowledges and agrees that it is solely responsible for taking any action required by applicable laws or regulations in response to such reports by Paper to District, in accordance with the Platform Policies and Paper's health and safety processes.

C. Payment of Fees

In consideration for the Services provided to District, District shall pay Paper the fees set forth in the Order Form. Unless otherwise agreed in writing by the Parties or as specified in the Order Form, the fees are payable in advance on an annual basis, within thirty (30) calendar days of the beginning of the Current Term. All amounts payable under this Agreement shall be non-refundable and shall be paid without deduction, set-off, or counterclaim. District's failure to complete payments by their due date shall constitute a material breach of this Agreement, and without limiting Paper's other remedies available under this Agreement, shall entitle Paper to suspend any further performance of the Services and/or charge District interest on the overdue amount at the lower of 8% per annum or the highest rate permitted by law, accrued daily from the due date until actual payment of the overdue amount, which District shall pay together with the overdue amount.

Fees may be increased by Paper by notification to the Notification Email Address at any point during the Current Term, with the increase taking effect during the following Renewal Term. District shall have the option of terminating the Services and the Agreement after receiving Paper's fee increase notice by providing written notice of termination according to the process and timing set forth in Section 1.B (Effective Date and Term) above, except in the case that Paper's fee increase notice has been sent within sixty (60) calendar days prior to the end of the Current Term, in which case the parties shall negotiate in good faith to address pricing for the Renewal Term prior to the end of the Current Term.

The District may add additional Student subscriptions through an Expansion, at the price per student set forth in the Order Form for the Current Term. An Expansion shall be evidenced by a mutual written amendment to this Agreement. The fees associated with such Expansion shall be payable within thirty (30) calendar days of the invoice date. Additional student subscriptions may be purchased only in a minimum quantity of ten (10) Student subscriptions at a time. For clarity, if and to the extent that the number of District students accessing the Services at any point during the Term exceeds that which has been paid for under the Order Form, Paper reserves the right to submit invoices for any such current or historical overages.

All payments shall be exclusive of any tariffs, duties or taxes imposed or levied by any government or governmental agency. District shall be liable for payment of all such taxes, however designated, levied or based on District's or its Users' use of the Platform and services including, federal, provincial, state or local sales taxes. District agrees that all amounts payable by District pursuant to this Agreement shall be paid without any

deduction or withholding on account of any taxes, monetary transfer fees, or other charges or withholdings of any nature, except to the extent that the deduction or withholding of any tax is required by applicable law, in which event District shall (i) pay to Paper such additional amount as is necessary so that Paper receives, after such deduction or withholding (including any withholding with respect to this additional amount), an amount equal to the amount that Paper would have received if such deduction or withholding had not been made and (ii) deliver to Paper within thirty (30) calendar days after the date of such payment an official receipt of the relevant taxing authority showing that Paper paid to such taxing authority the full amount of the tax required to be deducted or withheld. Paper shall reasonably cooperate and provide reasonable evidence of such payments having been made by District to Paper. If and to the extent the District is a tax exempt entity, District shall provide evidence of such exemption with a returned signed copy of this Agreement.

D. Implementation, Enablement and Engagement Support

District will receive designated program support as outlined in Schedule A, and in turn, District agrees to collaborate with Paper by performing or facilitating implementation, enablement, engagement and outreach support initiatives. These include, but are not limited to, the following:

- a) District will make reasonable introductions and provide reasonable access to individual school sites within the District, within fifteen calendar (15) days or such longer period as requested by Paper, as reasonably necessary for rostering, training, awareness, adoption and engagement activities. District will facilitate training on the Paper Platform for the percentage or number of school site administrative and teacher Users designated on the Order Form. Training should be completed by this designated group within the first sixty (60) calendar days of the Initial Term, and within ninety (90) calendar days in the event of any Expansion.
- b) To the extent technically feasible, Paper's Google Chrome Extension should be installed and pinned on Student User devices within the first sixty (60) calendar days of the Initial Term, and within ninety (90) calendar days in the event of any Expansion.
- c) District will designate one " **Paper Champion** " per school site, in addition to the primary District Contact (designated by District in the Order Form), who will act as the point of contact in support of rostering, scheduling of training, site activities, contests and initiatives. The Paper Champion will be responsible for ensuring implementation success.
- d) District will reasonably support and facilitate the provision of User feedback sessions and specialized training opportunities for its Users, including allowing User participation in beta testing new features and functionality of the Platform and will ensure appropriate in-school supervision of optional Student product feedback sessions.
- e) District will provide, within the first ten (10) calendar days of the Initial Term, and within ten (10) calendar days of execution of any Expansion of the Services to additional Users, or such other reasonable period as is agreed by the parties, all necessary User data in requested industry standard electronic formats as described in Section 3.A (Authorized Usage) above, which shall include any required access through a Student Information System or Learning Management System. The District will provide access via Google SSO/Canvas, Clever or Classlink where applicable, and any additional elements required for the use of new or modified functionality within the Platform or Services.
- f) District acknowledges and agrees that Paper may send reasonable and appropriate communications to Users and parents/guardians of Students for the purposes of communicating the availability of the Services and associated enhancements, as well as contests, promotions, surveys, studies, initiatives and events in regards to the Services. District hereby provides consent for communication to, and participation in said events by, its Users and Students and their parents/guardians, as required.

E. Compliance with Laws and Policies

District shall comply with all applicable laws in its performance of its obligations under this Agreement. Without limiting the foregoing, the District represents and warrants that by entering into and performing its

obligations under this Agreement, it shall not violate any laws, rules, regulations or policies (including but not limited to policies relating to ethics, conflicts of interest, and lobbying) applicable to the District. The Parties agree that District policy requirements shall not apply to Paper unless expressly incorporated herein, or otherwise mutually agreed-upon in writing by the Parties after District has provided copies of such policies to Paper to review. Paper's commitments shall only be to comply with the applicable provisions of those policies that are effective at the date and time reviewed and accepted in writing by Paper.

4. Obligations of the Parties

A. Mutual Warranties

Each Party represents and warrants that it has full power and authority to enter into and perform its obligations under the Agreement, and such performance will not conflict with or result in a default under any other agreement to which it is bound.

B. Confidentiality

During the performance of this Agreement, one Party (the " **Disclosing Party** ") may authorize the other Party (the " **Receiving Party** ") to access or host the Disclosing Party's Confidential Information. The Receiving Party shall preserve the confidentiality of any Confidential Information, and shall refrain from using or disclosing the same for any purpose not previously approved in writing by the Disclosing Party or otherwise provided in this Agreement. However, the Receiving Party may disclose Confidential Information where, and to the extent that, disclosure is required or requested by law or a court order. This includes, for clarity, freedom of information requests under applicable public records laws. Any disclosure by the Receiving Party is subject to advance written warning of this requirement to the Disclosing Party, so as to give the latter enough time to adopt whatever measures may be needed to avoid or limit the disclosure except where notification to the Disclosing Party is prohibited by law. For clarity, the contractual terms of this Agreement constitutes Confidential Information of Paper.

Upon termination of this Agreement, the Receiving Party shall, upon written request by the Disclosing Party, promptly return or, at the option of the Disclosing Party, destroy the Disclosing Party's Confidential Information. However, the Receiving Party may retain archival copies of Confidential Information disclosed to it, to the extent required or permitted by law, regulation, or court order, or to comply with accounting principles.

C. Indemnification

Subject to the limitations set forth herein, and except where and to the extent expressly prohibited by applicable law, District agrees to indemnify and hold harmless Paper Education from and against any and all losses, liabilities, expenses (including, without limitation, reasonable fees and disbursements of counsel), claims, liens, damages or other obligations whatsoever (collectively, "Claims") that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of their respective representations or the breach of any of their respective warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered pursuant to this Agreement.

D. Limitation of Liability

~~Notwithstanding anything to the contrary, except where and to the extent expressly prohibited by applicable law, in no event will Paper Education be liable for any indirect, special, incidental, punitive, or consequential damages, losses or expenses, including without limitation arising out of or relating to (i) this Agreement, (ii) the provision of PII by the District to Paper, (iii) the failure of the District to obtain consent for the processing of personal information as required by applicable law, or (iv) the use or inability to use the Services, including, without limitation, damages related to~~

~~any information received from the Platform, removal of content from the Platform, any email distributed to any User, or in connection with any termination of Services or Platform access, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or other breach of security, or line or system failure, even if Paper Education, or representatives thereof, in each case, are advised of the possibility of such damages, losses or expenses or such damages were foreseeable.~~

. Disclaimers

Paper provides the Services on an “as-is” basis . Paper does not warrant that your use of the Services will be secure, uninterrupted, always available, error-free or will meet District or User requirements, or that any defects in the Services will be corrected. Paper Education disclaims liability for, and no warranty is made with respect to, the connectivity and availability of the services except where expressly provided in this Agreement. In addition, and without limiting the foregoing, Paper Education makes no representation or warranties of any kind whether express or implied regarding the suitability of any member of the Platform to provide services as an educator or to secure the services of an educator, including, without limitation, participants in any third-party verification service associated with the Platform.

A. Intellectual Property Rights

District recognizes and agrees that all rights in and to the Platform and Services, including all trade-marks, inventions (whether patentable or not), , patents, industrial designs, works protected by copyright, trade secrets, reports, analytics, summaries, business intelligence, and any deliverables, know-how or other intellectual property in or related to the Platform and Services, including all tools, techniques, methods, concepts, and derivative works thereof, and any applications in pursuit of protection thereof, including any suggestions that District or any User may make regarding the functionalities or other technical aspects (collectively the “ **Paper Intellectual Property** ”) are, as between the parties, the exclusive property of Paper Education, and District is granted no greater rights in or thereto except as required to use and make use of the Services, including (i) Platform access for the duration of the Term, and (ii) copies of any reports or other deliverables which are subject to a non-exclusive, royalty-free, license to use at the District’s discretion but subject to observance of the restrictions herein. Subject to the foregoing, the Paper Intellectual Property rights do not extend to any District data, of which the District grants to Paper a non-exclusive, perpetual, worldwide, irrevocable, royalty right and license to make use of in order to exploit the Paper Intellectual Property. Upon the request of Paper, District shall provide any reasonable documentation that may be required to perfect and confirm Paper Education’s ownership in the Paper Intellectual Property, including but not limited to assignments of any purported rights and waivers of moral rights.

For clarity, this Agreement does not grant District the right to access or obtain the source code of the Platform nor any programming documentation. The District agrees that all rights, titles and interests that are not expressly addressed in this Agreement are fully reserved by Paper Education.

B. Resources

The Parties agree that links from the Platform to external sites not owned by Paper Education, such as educational resources shared by Educators with Users during the provision of the Services, are not endorsed by Paper Education and Paper is not responsible for the content or practices of such external sites.

5. Miscellaneous

A. Entire Agreement; Amendment

This Agreement, together with its Schedule A (Order Form) and Schedule B (Definitions) shall constitute the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the Parties' authorized representatives. If this Agreement is attached to a District purchase order, addendum, contract template or other similar document, the terms of this Agreement shall control to the extent of any conflict.

B. Notices

Notices shall be sent to Paper's address listed below and to District at the address listed below, or if none is listed, to its principal place of business or central office listed in the preamble to the Agreement, accompanied by a copy sent via email to the other Party's primary email contact, which for District shall be its Notification Email Address and for Paper shall be legal@paper.co. Notice shall be deemed to have been given and received upon delivery when sent by registered or certified mail, postage prepaid, return receipt requested or by prepaid overnight express delivery service (e.g., FedEx, UPS) with delivery confirmation. District is responsible for keeping its Notification Email Address current throughout the Term. The Parties may use email communications to satisfy written approval and consent requirements under the Agreement, such as where District wishes to participate in testing new features or functionality.

Paper Notice Address: Paper Education Company Inc., Attn: Legal Department, 1223 Wilshire Blvd
#1520 Santa Monica, CA 90403

District Notice Address (if separate from address in preamble) (optional) :

C. No Waiver

Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

D. Force Majeure

Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, natural disaster, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

E. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

F. No Third-Party Beneficiaries; Assignment

This Agreement does not confer any benefits on any third party unless it expressly states that it does. District shall not sell, transfer or assign any right, title or interest it has in or pursuant to this Agreement, without the

prior written consent of Paper. Any assignment not in accordance with this provision shall be void. Paper may sell, transfer or assign any right, title or interest it has in this Agreement, if such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business or (b) is made to one of its Affiliates, and in either case shall provide notice thereof to District as soon as is commercially practicable.

C. Counterparts

This Agreement may be executed in counterparts, and may be executed and delivered electronically. Each counterpart is deemed an original, and all of which together are deemed to be one and the same agreement.

D. Remedies

Nothing in this Agreement will limit either Party's ability to seek equitable relief, including but not limited to injunctions and/or specific performance. All remedies hereunder are cumulative and one or multiple may be exercised by Paper. In the event of any dispute between the Parties concerning this Agreement, but subject to the limitations of liability herein, the Party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

A.Survival

The following Sections will survive expiration or termination of this Agreement: Section 3.C (Payment of Fees), Section 4.B (Confidentiality), Section 4.D (Limitation of Liability), Section 4.E (Disclaimers), Section 4.F (Intellectual Property Rights) and Section 5 (Miscellaneous). Additionally, the Parties' obligations under Section 4.C (Indemnification) shall survive for a period of one (1) year following expiration or termination of the Agreement.

B.Dispute Resolution

The Parties agree to attempt in good faith to achieve consensus with respect to all matters arising under this Agreement to avoid any disputes. To the extent any dispute or disagreement arises to which the parties cannot reach consensus, each Party agrees to refer the matter to a senior officer of such Party, and those senior officers will engage in good faith discussion and negotiation, and use reasonable efforts to resolve any disputes that could delay or impede a Party from receiving the benefits of this Agreement. These dispute resolution procedures apply to any dispute that arises from either Party's performance of, or failure to perform in compliance with, this Agreement, and which the Parties are unable to resolve prior to invocation of these procedures. The Parties agree that to the extent any disputes cannot promptly be resolved by the Parties, either Party may refer the matter to a mediator for assistance in continuing such good faith resolution efforts.

K Jurisdiction and Choice of Law

The jurisdiction and choice of law are those set forth in the Data Processing Agreement.

L. Severability.

If any part of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

[The next page is the signature page]

IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

Jefferson County Public Schools

Paper Education America Inc.

Signature

Name: _____

Title: _____

Date: _____



Signature

Name: Chris Edwards

Title: VP of Finance

Date: 4/17/2025

SCHEDULE A**Paper™ Educational Support System Order Form****Jefferson County Public Schools****(a) A.1 ORDER AND PRICING DETAILS**

Student Subscription Type	Paper ESS Platform Student Account – 14 Month Access
Subscription Term Dates	April 29, 2025 - April 28, 2026
Total Student Accounts	50,000 (Grades 6-12)
Unlimited On-Demand Access to Live Help and Review Centre (USD per student)	\$22.32
Platform Fee (USD, per student)	N/A
PaperReading Access Fee*	N/A
Paper Missions - Math and Vocabulary Practice tools*	N/A
Live Help Tutoring and Writing Review Centre*	N/A
G.R.O.W. High Impact Tutoring	Site Based Purchase OPTION at \$1,980 per student for 24 weeks at 90 minutes of HIT per week in a 3:1 student to teacher ratio.
MajorClarity by Paper/college and career readiness (CCR)	[ESS] [“CCR basic” includes CCR assessments, career paths and fit scores, micro-credentials, scholarship search, basic post-secondary and college planning, resume builder]
CCR Add Ons (for ESS Full ONLY)	N/A
Invoicing and Payments	Unlimited access fees are due upon signing. Payments are Net 30.
Additional Applicable Term or Annual Costs/Grants (e.g., Local CSM)	March 8, 2025 - April 29, 2025 - \$0 cost extension One Time Reference Grant - \$116,000

A.2 - ONBOARDING AND IMPACT SUPPORT FEES

Dedicated Program Support and Guidance	Expert Onboarding Specialist and Account Management personnel Effective Program Implementation training for district and school leaders <i>Included in pricing</i>
Extensive Resource Hubs	Marketing resources, videos, and implementation guides <i>Included in pricing</i>
Live Chat Technical Support	8:30 AM to 4:30 PM PST <i>Included in pricing</i>
Data and Reporting	<i>Included in pricing</i>
Live Webinars	<i>Included in pricing</i>
Paper Academy	Unlimited access to on-demand learning courses <i>Included in pricing</i>
Live Virtual Professional Development Workshops	Included in the Service Agreement
Live In-Person Professional Development Workshops	Included in the Service Agreement

A.3 - COSTS SUMMARY

<i>Minimum [Annual] Total Costs; Payable Upon Signing</i>	<i>Variable Monthly Costs for the Term (Billing monthly based on activation or usage, as applicable)</i>
Unlimited Access: 50,000 students (Grades 6-12) x \$22.32: \$1,116,000.00 USD One-time Reference Grant: \$116,000 TOTAL Due on signing: \$1,000,000.00 USD	N/A

Note : Late payments accrue interest in accordance with Section 3.C (Payment of Fees) of the Agreement.

B. DISTRICT SERVICE INFORMATION

Included Schools/Sites	Jefferson County Public Schools
-------------------------------	--

Included Student Grade Levels **Grades 6 - 12**

Initial Term Rostering: Paper strongly recommends providing all data required for initial account rostering (as set forth in the Rostering Data Schedule) at least 1 week prior to the start of any Initial Term, to support prompt account creation by

Paper's rostering group. Initial rostering typically requires 2 - 4 weeks after start of the Initial Term for general Platform access. Longer periods may be required for integration or enabling certain Services (e.g., Career and College Readiness).

C. DISTRICT CONTACT INFORMATION

Primary Contact Name and Title	Dr. Robert Moore, Chief of Schools
Primary Contact Phone	502-313-4357
Primary Contact Email	robert.moore4@jefferson.kyschools.us
Emergency Contact Name and Title	Dr. Joseph Ellison, Assistant Superintendent and Dr. Heather Benfield, Assistant Superintendent
Emergency Contact Phone	502-313-4357
Emergency Contact Email	joseph.ellison@jefferson.kyschools.us
	heather.benfield@jefferson.kyschools.us
Notification Email Address	joseph.ellison@jefferson.kyschools.us
	heather.benfield@jefferson.kyschools.us

Governing Terms. This Order Form is a Schedule to the Paper™ Educational Support System Service Agreement executed by and between Paper and District, the terms of which govern the provision of services for the subscription term set forth above. Unless otherwise defined in this Order Form, all capitalized terms used herein have the meanings ascribed to them in the Agreement. In the event of a conflict between this Order Form and any previously executed agreements and/or order forms between the District and Paper and/or MajorClarity, this Order Form supersedes any such prior agreements and/or order forms previously executed, as of the last date noted below.

Authorized Signatory . By signing below, the District signatory confirms that he/she is an authorized representative of District with the required authority to bind District, and that District agrees to be bound by the subscription and pricing terms of this Order Form and the Agreement which shall govern the Services provided hereunder.

[For standalone Order Forms, the next page is the signature page]

IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT .

Jefferson County Public Schools


Signature

Name: _____

Title:

Date:

Paper Education America Inc.

Signed by:

9D1C420D01F048F...

Signature

Name: Chris Edwards

Title: VP of Finance

Date: 4/10/2025 | 2:42 PM EDT

Schedule B - Definitions

6. Definitions

In addition to such terms as may be defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

- (b) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.
- (c) "**Confidential Information**" means information that one Party (or an Affiliate) discloses to the other party (or an Affiliate) under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It includes, without limitation, personally identifiable information, log-in credentials, contracts, technical or financial information, databases, trade secrets, know-how and other intellectual property, and the terms of this Agreement. It does not include information that is (i) independently developed or discovered by the recipient, (ii) is rightfully given to the recipient by a third party without confidentiality obligations, (iii) is already in the possession of or available to recipient or its Affiliate(s) prior to disclosure by the other Party or (iv) is or becomes public through no fault of the recipient.
- (d) "**Current Term**" means District's currently active subscription services term which is either the Initial Term or a Renewal Term.
- (e) "**Educator(s)**" means the tutors engaged by Paper that provide individualized educational support services to Students on the Platform.
- (f) "**Emergency Contact**" means the person designated as such in the Order Form, for the purposes of being the main point of contact for Paper's Student Health and Safety team, and recipient of student health and safety reports related to incidents which may include but shall not be limited to: (i) student violation(s) of the Platform Policies which result in Users' temporary suspension of the Platform; (ii) reasonable suspicions of child abuse or neglect; (iii) illicit minor material; (iv) worrisome conduct; and (v) reasonable risk of harm. If an Emergency Contact is not designated, the contact designated under the "Notices" in the Order Form, or the respective school principal, will be deemed the Emergency Contact.
- (g) "**Expansion**" means the addition of additional students, grades, school sites to the services through an amendment of this Agreement.
- (h) "**Initial Term**" means the Initial Subscription Term designated by the Parties in Section A (Order and Pricing Details) of the Order Form.
- (i) "**Notification Email Address**" means the email address(es) designated by District in Section C (District Contact Information) of the Order Form.
- (j) "**Order Form**" means the required Schedule A to this Agreement, the Paper™ Educational Support System Order Form.
- (k) "**Paper Education**" means Paper and its Affiliates, collectively.

- (l) **"Platform Policies"** means Paper's Student Code of Conduct, accessible at <https://paper.co/student-code-of-conduct>, Acceptable Use Policy accessible at <https://paper.co/acceptable-use-policy>, and other Platform terms and conditions that Users must agree to adhere to.
- (m) **"Renewal Term"** refers to a renewed subscription term occurring after the completion of the District's Initial Term subscription to the Services.
- (n) **"Rostering Data Schedule"** means the schedule of metadata required to be provided directly by the District to Paper, to enable Paper to provide the Services, available at <https://pages.paper.co/rostering-data>.
- (o) **"Term"** means the Initial Term and all Renewal Terms, as applicable.
- (p) **"User(s)"** means the students, teachers and administrators permitted by the District that are authorized to access the Services in accordance with the terms of this Agreement.
- (q) **"Service(s)"** means the Platform subscription made available to Users as set forth herein, together with the service commitments described in Section 2 (Paper's Obligations) of this Agreement, which includes, but is not limited to, User access to the Platform, professional development, usage reporting, impact assessment, technical support, and user adoption and engagement services.
- (r) **"Student(s)"** means Users of the Services that are students.