

Diffit - Official Quote and Order Form: Boone County Schools



Customer Information:

Boone County Schools

Contact Name: Kyle Berberich

Email: kyle.berberich@boone.kyschools.us

Quote number: 2025012401

Contract Start Date: 07/01/2025

Contract End Date: 06/30/2026

Quote Expiration date:
06/30/2025

Product	Period	Product Description	Total Price
Diffit District Subscription	12 months	Unlimited Diffit Premium access for all staff and schools district-wide	\$53,550
Discount	12 months	40% District-Wide Discount	-\$21,420
		<i>free early access with signed quote</i>	

Total Cost: \$32,130

Confirm Order: By signing below, I confirm that I have purchasing authority for my school or district, and have identified funds that will be used to pay the invoice for the total cost listed above. Invoice will be due 30 days from the Contract Start Date listed.

Name: _____

Title: _____

Date: _____

PO# (optional): _____

FAQs:

Does Diffit accept POs?

Yes! Use this Quote to generate a Purchase Order and return the Quote with the PO# filled out in the line above, or with an attached PO. Once we receive your returned quote and/or PO, we will create your Site License account and send an invoice to the contact we have on file.

Where can I find your W9?

You can download Diffit's latest W9 [here](#), see copy attached below, or email us for a copy.

Terms of Service

Welcome to Diffit!

These Terms of Service (“Terms”) apply when you are using Diffit, Inc.’s (“Diffit”, “Company”, “We”, “Us”, “Our”) products or services or Our website (“Website”), located at <https://web.diffit.me/> and <https://app.diffit.me> (collectively, the “Services”). Our [Privacy Policy](#) is incorporated into these Terms.

By using the Services, you agree to be bound by these Terms. Do not use Diffit if you do not agree to these Terms.

This policy is effective as of March 25, 2024.

Account Registration and Administration

By registering for and accessing our Website and Services, you represent, warrant, and agree to the following:

That you are 18 years or older;

That you are a teacher, school administrator, or otherwise only intending to use the Services for instructional purposes with students;

You will provide accurate and complete registration information and update it as necessary;

You are responsible for the maintenance and confidentiality of your account and password;

You will immediately notify us of any unauthorized use of your account;

You will not share your account information with another person;

We reserve the right to terminate your account at any time for any reason, including, but not limited to, a violation of these Terms;

You will comply with all applicable laws and regulations in connection with your use of the Services;

You understand and acknowledge that we do not guarantee the accuracy or completeness of any information on the Services and that we are not responsible for any errors or omissions or for the results obtained from the use of such information.

Our Service

By accessing and using our Services, you agree to comply with these Terms and all applicable laws when using this Service, including, but not limited to, the following:

You will not use the Services, or any Diffit Content or Educational Content (as defined below), for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

With respect to any content other than Diffit Content and User Content that you use the Services to obtain and/or generate (collectively, the “Educational Content”), you may only use the Educational Content for educational purposes within your classroom;

You will not charge a fee for access to the Educational Content;

You will only use the Services for lawful purposes and in compliance with all applicable laws and regulations;

You will not use the Services for any fraudulent or unauthorized purpose, or in any way that could damage, disable, or impair the Services;

You will not jeopardize the security of your account in any way;

You will not use, display, mirror, or frame the Services or any individual element within the Services, Diffit’s name, any Diffit trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Diffit’s express written consent;

You will not access, tamper with, or use non-public areas of the Services, Diffit’s computer systems, or the technical delivery systems of Diffit’s providers;

You will not attempt to probe, scan or test the vulnerability of any Diffit system or network or breach any security or authentication measures;

You will not avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Diffit or any of Diffit’s providers or any other third party (including another user) to protect the Services;

You will not attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like) other than the software and/or search agents provided by Diffit or other generally available third-party web browsers;

You will not use any meta tags or other hidden text or metadata utilizing a Diffit trademark, logo URL, or product name without Diffit’s express written consent;

You will not forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;

You will not attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

You will not interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

You will not collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

You will not impersonate or misrepresent your affiliation with any person or entity; or

Encourage or enable any other individual to do any of the foregoing.

You understand and acknowledge that we reserve the right to terminate or suspend your access to the Services at any time, with or without notice, for any reason, including but not limited to, a violation of these Terms.

In addition, you will not post, upload, publish, submit or transmit any User Content that:

- infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
- violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- is fraudulent, false, misleading, or deceptive;
- is defamatory, obscene, pornographic, vulgar, or offensive;
- promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
- is violent or threatening or promotes violence or actions that are threatening to any person or entity;
- promotes illegal or harmful activities or substances; or
- is inappropriate for the classroom or violates applicable school or school district policies;

We are not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right but are not obligated, to remove or disable access to any content, including User Content and Educational Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. For example, if we determine that you are using Educational Content for any purpose other than educating your students, or you are otherwise using Educational Content in a manner that is likely to not be considered fair use under copyright law (as determined by Diffit in its sole discretion), we may remove or disable your access to the Educational Content. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Account Suspension and Termination

Diffit reserves the right to suspend or terminate accounts associated with users who engage in any of the prohibited activities described above or in any manner that otherwise violates these Terms or other policies. In addition, Diffit reserves the right to terminate any account at any time for any reason without notice to you.

Service Availability

Although we try to provide continuous availability to you, we do not guarantee that the Services will always be available, work, or be accessible at any particular time. We cannot guarantee that anything found on our Services will work to the functionality desired by you or give you any desired results and we cannot accept any liability for service availability or reliability. We reserve the right to modify, update, or discontinue any aspect of the Services at our sole discretion, at any time, for any or no reason, and without notice or liability.

Third-Party Services and Links

Our website may include links to or integrations with third-party services and websites. By using these third-party services you agree, understand and acknowledge the following:

That we are not responsible for the content or accuracy of any third-party services or websites and that we do not endorse or sponsor any third-party services or websites;

We are not responsible for any loss or damage that may result from your use or reliance on any third-party services or websites;

We are not responsible for any errors or omissions in the information provided by any third-party services or websites;

We are not responsible for any security breaches or other issues that may arise from your use of third-party services or websites;

That the terms of services and privacy policies of any third-party services or websites will govern your use of those services and that we are not responsible for any violations of those terms of service or privacy policies.

Communications

By signing up for the Services, you consent to receive email communications from Diffit. If you make changes to your contact information, you are responsible for updating your account. You can opt-out of marketing communications from us at any time. If you opt-out of marketing communications, you may still receive communications that are necessary for the Services or otherwise exempt from anti-spam laws. By opting out of communications from Diffit, you acknowledge that this may impact your use of the Services.

Subscriptions

Teachers have the option of purchasing a subscription (“Subscription”) to use the Services.

a. General. If you purchase a Subscription (a “Transaction”), you expressly authorize us (or our third-party payment processor) to charge you for such Transaction. We may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card, and your email and postal addresses for billing and notification (such information, “Payment Information”). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of

Payment Information). By initiating a Transaction, you agree to the pricing, payment, and billing policies applicable to such fees and charges, as posted or otherwise communicated to you. All payments for Transactions are non-refundable and non-transferable except as expressly provided in these Terms.

b. Subscriptions. If you purchase a Subscription, you will be charged the Subscription fee monthly plus any applicable taxes and other charges (“Subscription Fee”) at the beginning of your Subscription and each month thereafter at the then-current Subscription Fee. BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE DIFFIT TO INITIATE RECURRING NON-REFUNDABLE PAYMENTS AS SET FORTH BELOW. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you each month using the Payment Information you have provided until you cancel your Subscription. By agreeing to these Terms and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Diffit. Your Subscription continues until canceled by you or we terminate your access to or use of the Services or Subscription in accordance with these Terms.

c. Canceling Your Subscription. YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO CANCEL THE PURCHASE AND/OR RECEIVE A REFUND OF YOUR SUBSCRIPTION FEE AT ANY TIME. But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Transaction for any reason; if we cancel your Transaction we’ll refund any payment you have already remitted to us for such Transaction. Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. YOU WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN-CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, follow these instructions: <https://diffit.zendesk.com/hc/en-us/articles/24191353289741>. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the features included in your Subscription will continue until the end of your then-current Subscription period and will then terminate without further charges.

Your Intellectual Property

Our Services may allow you to add content such as text, links, and documents (“User Content”).

We do not claim any ownership rights to any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content. However, in order to provide our Services, we require certain limited rights to User Content. For example, when you add your User Content to Diffit, we must be able to process it to generate educational resources for you. Therefore, you grant Diffit a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, publish, transmit, display, copy, process, adapt, modify, publicly perform, and distribute your User Content in connection with operating, providing, and marketing the Services.

You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by us on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Diffit's Intellectual Property

Diffit's logos, trademarks, copyrights, domain names, and other distinctive brand features (collectively, "Diffit Content") are protected by copyright, trademark, and other intellectual property laws and are the exclusive property of Diffit. Subject to your compliance with these Terms, we grant you a revocable, limited, non-exclusive, non-transferable license to view, copy, and display Diffit Content solely in connection with your permitted use of the Services. Any rights not expressly granted here are reserved. Unauthorized use of Diffit Content is prohibited. You agree not to remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services.

Protecting Your Copyright

Diffit respects copyright law and expects our users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA") of 1998, the text of which may be found on the U.S. Copyright Office website at <https://www.copyright.gov/legislation/dmca.pdf>, Diffit will respond to claims of copyright infringement committed using the Services that are reported to us, provided they meet the criteria below.

If you are a copyright owner, or a designated agent thereof, please report alleged copyright infringements taking place on or through the Services by providing us the following information (the "Notice"):

the identity of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works are covered by this Notice, a comprehensive list of the copyrighted works that you claim have been infringed;

the material that you claim is infringing, and information reasonably sufficient to permit us to locate the material, including at a minimum, the URL of the link shown on the Services where such material may be found;

your mailing address, telephone number, and, if available, email address;

a statement that you have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;

a statement that the information in this Notice is accurate and, under penalty of perjury, that you are the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed; and

your full legal name and your electronic or physical signature.

You may deliver this notice, with all items completed, to us, by email to weloveteachers@diffit.me, or by mail to:

Diffit, Inc.

1932 Blake St.

Berkeley, CA 94704

Upon receipt of the Notice as described above, Diffit will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Services.

Informal Dispute Resolution

We want to address your concerns without litigation or other formal proceedings. Before filing a claim against Diffit, you agree to try to resolve the Dispute informally by contacting weloveteachers@diffit.me and providing us with reasonably detailed information concerning your issue. We will try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 30 days after submission, you or Diffit may bring a formal proceeding in accordance with these Terms.

Disputes, Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of these Terms is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the relevant state and federal courts and for all purposes, you and Diffit, Inc. consent to the exclusive jurisdiction and venue of such courts.

Changes to These Terms

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide advance notice prior to any new terms taking effect. By continuing to access or use Services after those revisions become effective, You agree to be bound by the revised Terms. If You do not agree to the new Terms, in whole or in part, you can no longer use the Services.

Indemnification

Disclaimer of Liability and Limitations of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIFFIT WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, GOODWILL OR OTHER INTANGIBLE LOSSES, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR: (A) YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY USER OR THIRD PARTY ON THE SERVICES; (C) UNAUTHORIZED ACCESS, USE, OR ALTERATIONS OF YOUR TRANSMISSIONS OR CONTENT; (D) ANY INFORMATION POSTED ON THE SERVICES; OR (E) DIFFIT'S DECISION TO PUBLISH OR REMOVE ANY INFORMATION ON THE SERVICES; IN EACH CASE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT DIFFIT OR OUR SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT SHALL DIFFIT'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR FROM THE USE OR INABILITY TO USE THE SERVICES EXCEED ONE HUNDRED U.S. DOLLARS.

The limitations of liability set forth in this Section are fundamental elements of the basis of the bargain between you and us and will survive any termination or expiration of these Terms, and will apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

Indemnification:

You agree to indemnify and hold the Company, its directors, officers, employees, agents, and affiliates harmless from and against any claims, actions, suits, or proceedings, as well as any damages, liabilities, costs, and expenses (including legal fees) arising out of or in any way connected with (a) your use or misuse of the Services; (b) any violation of the rights of any other person or entity by you, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (c) your breach of any part of these Terms. Diffit will attempt to provide you with written notice of any such matter; however, any failure or delay by Diffit to do so does not negate your defense or indemnification obligations or waive Diffit's rights to seek payment or defense or indemnification from you. Diffit reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with Diffit in Our defense of these claims. You will not settle any claim that affects Diffit or Our affiliates without Our prior written approval.

No Warranty:

The Services are provided "as is" without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

General Terms

Entire Agreement:

These Terms (and any other policies we refer to in this document) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

No Reliance on Representations:

Each Party acknowledges that in entering into this agreement it does not rely on, and shall have no remedy in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.

Severability:

If any provisions of this agreement are held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. If Diffit fails to enforce any part of these Terms, such a failure does not constitute a waiver. You may not assign or transfer these Terms, by operation of law or otherwise, without Diffit's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Diffit may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns

Feedback

We welcome your feedback and suggestions about the Services. Please send us a message through the link below at any time. If you choose to submit feedback, you agree that we are free to use it without any restriction or compensation to you.

Contact Us

If you have any questions about these Terms and Conditions, we'd love to help!

You can contact us:

By email: weloveteachers@diffit.me

By contact us form: <https://www.diffit.me/contact-us>

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **Diffit** ("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: 6/12/2025

Printed Name: Jesse Parks

Title/Position: Board of Ed, Chair

DIFFIT

By: *Vlad Gutkovich*

Date: 4/25/2025

Printed Name: Vlad Gutkovich

Title/Position: CEO

CERTIFICATE *of* SIGNATURE

REF. NUMBER
KE2OC-YBPDF-YVWJX-67ADD

DOCUMENT COMPLETED BY ALL PARTIES ON
25 APR 2025 19:55:12 UTC

SIGNER

VLAD GUTKOVICH

EMAIL
VLAD@DIFFIT.ME

TIMESTAMP

SENT
25 APR 2025 17:49:37 UTC

VIEWED
25 APR 2025 19:55:01 UTC

SIGNED
25 APR 2025 19:55:12 UTC

SIGNATURE

Vlad Gutkovich

IP ADDRESS
73.158.17.217

LOCATION
BERKELEY, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
25 APR 2025 19:55:01 UTC



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Diffit Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1932 Blake Street

6 City, state, and ZIP code
Berkeley, CA 94704

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

9 3 - 1 6 3 1 8 1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *Ulad Gutkovich*

Date ► 9/1/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Data Privacy and Security Agreement

This Data Privacy and Security Agreement (“Agreement”) is agreed and entered into by and between the Boone County School District (“District”) and Diffit (“Contractor”) on this the ____ day of _____, _____.

WHEREAS, Boone County School District ("District") is a public school district organized and existing under and pursuant to the constitution and laws of the State of Kentucky and with a primary business address at 8330 US Highway 42, Florence, KY 41042; and

WHEREAS, Diffit (“Vendor”) has been contracted to perform certain educational services as described fully in Exhibit A (“Provided Services”) with a primary place of business at 490 Lake Park Avenue #10578, Oakland, CA 94610; and

WHEREAS, the Vendor and the District 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”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Agreement for the purpose of establishing their respective obligations and duties in order to comply with applicable regulations; and

WHEREAS, the Parties acknowledge that this Agreement shall amend, modify, and supplement any agreement or terms previously entered into; and

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

Section 1. DEFINITIONS

1.1 “Confidential Student Information” shall mean any information or material, in any medium or format, that concerns a student and is created or provided by the student, or by an agent or employee of the District. Confidential Student Information includes both PII and directory information.

1.2 “De-identified Data” shall mean data that has a re-identification code and has enough personally identifiable information removed or obscured so that the remaining

information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. The re-identification code may allow the recipient to match information received from the same source.

1.3 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement, including but not limited to Confidential Student Data and PII. District Data shall not include De-Identified Data.

1.4 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.5 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in Education Records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

1.6 “Personal Information” shall be 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: (1) 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; (2) a Social Security number; (3) a taxpayer identification number that incorporates a Social Security number; (4) a driver’s license number, state identification card number, or individual identification number issued by an agency; (5) A passport number or other identification number issued by the United States Government; or (6) Individually Identifiable Information as defined in 45 C.F.R. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.

Section 2. PURPOSE AND SCOPE

2.1 The purpose of this Agreement is to allow the District to provide the Vendor with student and teacher PII data and the subsequent processing of the data.

2.2 This Agreement is meant to ensure the Vendor and the District recognize the need to protect PII, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment

(“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

2.3 This Agreement shall be effective as of the date upon which it is signed by both parties (“Effective Date”), and shall automatically renew from year to year, unless otherwise modified in writing and signed by each party. This Agreement shall remain in full force and effect at all times during which Vendor supplies Provided Services to the District.

2.4 The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Agreement and any of its 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, the venue shall lie exclusively in the Eastern District of Kentucky.

Section 3. DISTRICT DUTIES

The District shall provide data as required for Vendor to conduct its Provided Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations. To the extent appropriate or applicable, District shall assist Vendor in securing any parent permissions regarding the use of Confidential Student Information or PII.

Section 4. VENDOR DUTIES

4.1 Vendor acknowledges that the District has outsourced certain services to Vendor, as defined above as Provided Services, in furtherance of a legitimate educational interest that would otherwise be performed by the school district. These Provided Services necessitate the collection and storage of certain District Data and Confidential Student Information. Vendor shall act as a contractor to the District in performing the Provided Services, either directly under the terms of any service or licensing agreement related to the Provided Services, or indirectly through the Vendor’s interfaces with another District contractor, and Vendor therefore acknowledges that it is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and solely for the purpose of performing the Provided Services.

4.2 Vendor shall implement commercially reasonable methods to ensure that District Data is accessed, used, and manipulated exclusively by authorized individuals with a legitimate educational interest—such as the student, the student’s guardian, and the District—or by personnel essential for the successful performance and execution of the Provided Services. No unauthorized third parties shall have access to Confidential Student Information or Education Records in Vendor’s control unless written authorization to distribute such information is provided by the student’s parent/guardian.

4.3 Vendor shall likewise implement commercially reasonable measures to safeguard data at rest, and advise all individuals accessing the data on proper procedures for securely maintaining data. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, the Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States.

4.4 The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology (“NIST”) Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards (“FIPS”) 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact.

4.5 In the event of any security incidents or potential or actual breaches affecting the security of District Data, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact as set forth in Section 6 of this Agreement.

4.6 Upon termination, cancellation, expiration, or other conclusion of the Parties’ contractual relationship, or upon receipt of written request from District, Vendor shall delete all Confidential Student Data in its possession. Vendor shall complete such destruction within thirty (30) calendar days of the receipt of the written request and shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such destruction.

4.7 Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to any unauthorized individual or entity, or for any purpose which is not required in the performance of Vendor’s Provided Services. This does not prohibit Vendor from using Confidential Student Information or District Data: (a) for adaptive learning or customized student learning (including generating personalized learning recommendations); (b) to make product recommendations to teachers or District employees who have voluntarily subscribed to Vendor’s Provided Services; (c) to notify account holders about new education product updates, features, or services; or (d) from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties’ Agreement. However, Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household

profile for any advertisement purpose and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

4.8 Vendor acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student’s parent/guardian. Vendor likewise 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.

4.9 Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$1 million. Upon request, the Vendor shall furnish the certificate of insurance evidencing this coverage.

4.10 To the extent permitted by law, Vendor assumes all liability for damages which may arise from its use, storage, or disposal of the District Data. The District shall not be liable to the Vendor for any loss, claim or demand made by the Vendor, or made against the Vendor by any other party, due to or arising from the use of data by the Vendor, except to the extent permitted by law when caused by gross negligence or willful misconduct of the District.

4.11 Up to the limits of Vendor’s insurance, Vendor shall defend, indemnify, and hold harmless the District, its agencies, officers, and employees from any and all claims of any nature, including all costs, expenses, and attorney’s fees, which may in any manner result from or arise out of this Agreement, except for claims resulting from or arising out of the District’s sole negligence. The legal defense provided by the Vendor to the District under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the District is necessary. Up to the limits of Vendor’s insurance, Vendor also agrees to defend, indemnify, and hold the District harmless for all costs, expenses, and attorneys’ fees finally awarded by a court or that are included in a settlement entered into by the parties. The District agrees to notify the Vendor of such a claim within a reasonable time and agrees to cooperate with the Vendor in the defense and any related settlement.

Section 5. OWNERSHIP OF DATA

As between District and Vendor, the District retains ownership of all District Data provided to Vendor pursuant to the Parties’ Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 6. SECURITY BREACH REMEDIATION AND NOTICE

6.1 Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a confirmed or suspected security breach as defined by KRS 61.931, Vendor shall notify the District of within seventy-two (72) hours of determination of a security breach or suspected breach relating to the District Data in the possession of Vendor. The notification shall include, at a minimum, the following information to the extent known by the Vendor and as it becomes available: (a) the name and contact information of the individual reporting a breach to this section; (b) the date of the breach, or estimated date if not yet confirmed; (c) a list of the information and data reasonably believed or confirmed to have been subject of the breach; (d) a list of the students whose information is believed to have been affected; and (e) a general description of the breach incident.

6.2 The Vendor further acknowledges and agrees to maintain a written incident response plan that reflects best practice and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incidents or unauthorized acquisition or use of confidential information and agrees to provide the District, upon request, with a copy of said written response plan.

6.3 In the event of a security breach relating to District Data or Personal Information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933.

6.4 In the event of a suspected or confirmed breach of District Data or Personal Information, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Within 48 hours of completion of the investigation, Vendor shall notify the District if the investigation finds that the misuse of District Data occurred or is likely to occur. Vendor shall additionally provide a copy of any investigation report rendered by the independent IT consulting firm insofar as the report relates to District Data.

6.5 Vendor agrees to adhere to provisions of Kentucky Personal Information Security and Breach Investigation Procedure and Practices Act, KRS 61.932, *et seq.*, pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of Personal Information.

6.6 Vendor further agrees to adhere to all federal and state requirements pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of District Data and PII.

6.7 In the event of a breach originating from the District's use of Vendor's Provided Services, Vendor shall cooperate with the District to the extent necessary to expeditiously secure any data subject to an unauthorized disclosure.

Section 7. CLOUD COMPUTING SERVICE PROVIDERS

If the Vendor is a cloud computing service provider as defined in KRS 365.734(1)(b), Vendor agrees that:

- a. Vendor shall not process Confidential Student Information or any student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission.
- b. Pursuant to KRS 365.734 (2), the Vendor shall not in any case process Confidential Student Information to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purpose and shall not sell, disclose, or otherwise process confidential student data for any commercial purpose;
- c. Pursuant to KRS 365.734 (3), the Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 8. NOTICES

All notices or other communication required or permitted to be given pursuant to this agreement may be given via e-mail transmission or certified mail sent to the designated representatives below.

The designated representative for the District for this Agreement is:

Name: _____ Title: _____

Address: _____

Phone: _____ Email: _____

The designated representative for the Vendor for this Agreement is:

Name: Vlad Gutkovich Title: CEO

Address: 490 Lake Park Avenue #10578, Oakland, CA 94610

Phone: [347.453.4415](tel:347.453.4415)

Email: contracts@diffit.me

Section 9. Data Opt Out

The District may provide a mechanism for students, parents, or guardians to opt out of any data sharing agreement with Vendor. In the event that a student, parent, or guardian opts out of any data sharing or Provided Services, the District shall notify Vendor of the opt-out within 48 hours of receipt. Within 48 hours of receipt of the opt-out notification, Vendor shall delete any and all Confidential Student Information pertaining to that student, as well as his or her parent or guardian.

Section 10. MISCELLANEOUS PROVISIONS

10.1 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.

10.2 Law enforcement or court-mandated disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Data or District Data held by the Vendor pursuant any agreement of the Parties, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the District's compliance with the confidentiality requirement of federal or state law.

10.3 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.

10.4 Cooperation with District Auditor. The District has the right to annually audit (either internally or via a third party) records of the Vendor relating to the performance of Provided Services or to data privacy processes and procedures. In the event of an annual audit, Vendor agrees to reasonably cooperate with District requests.

10.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement. The parties agree that such invalid or unenforceable provision shall be modified to the extent necessary to make it valid, legal, and enforceable, and, to the greatest extent possible, that provision will be construed in a manner that reflects the original intent of the parties.

10.6 Successors Bound. This Agreement is and shall be binding upon the respective successors in interest to the Vendor 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 the vendor sells, merges, or otherwise disposes of its business to a successor during the term of this Agreement, the Vendor shall provide written notice to the District 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 Agreement and any obligations with respect to confidential data within the service agreement. The District has the authority to review and address the Agreement if it disapproves of the successor to whom the Vendor is selling, merging, or otherwise disposing of its business.

10.7 Effect of Agreement. The Parties agree that the terms and conditions set forth in this Agreement modify, amend, or supplement any other agreement between the Parties and further agree to be bound to the terms herein. To the extent that the Agreement expressly conflicts with the terms and conditions of any other agreement between the Parties, this Agreement shall control.

[Remainder of this page intentionally left blank]

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

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

[VENDOR NAME HERE]

Vlad Gutkovich

By: _____

Date: 2025-01-30

Printed Name: Vlad Gutkovich

Title/Position: CEO

Exhibit A: Products and Service

This AGREEMENT covers access to and use of Diffit's existing Provided Services that collect, process or transmit Student Data, as identified below:

Diffit is a tool that allows teachers to instantly get "just right" resources for any lesson, saving tons of time and helping all students to access grade level content.

Signature Certificate

Reference number: DZHRW-XVIHP-JJLBT-CKL2M

Signer

Vlad Gutkovich

Email: vlad@diffit.me

Sent:

Viewed:

Signed:

Timestamp

30 Jan 2025 23:19:57 UTC

31 Jan 2025 05:05:51 UTC

31 Jan 2025 05:06:07 UTC

Signature

Vlad Gutkovich

Recipient Verification:

✓ Email verified

31 Jan 2025 05:05:51 UTC

IP address: 73.158.17.217

Location: Berkeley, United States

Document completed by all parties on:

31 Jan 2025 05:06:07 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

