



Oldham County Schools  
Renewal Quote July 1, 2025- July 1, 2026

<b>1 Year Contract</b> Multi-Year Contract Option is available	<b>Proposed Price</b>
Annual Licensing Fee with Work Based Learning and Common App Integration: (approx 6,500 students grades 6-12)	<b>\$19,950</b>
Curriculum, Support & Data Integration	<b>Included</b>
Onboarding & Training (Virtual)	<b>Free</b>
<b>Total Annual Investment</b>	<b>\$19,950</b>

## 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

**Oldham County School District**, an educational institution having its head office at 6165 W. Highway 146, Crestwood KY 40014, 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](http://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.

**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 therefor, are set out in the Order Form.

### **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**

A Party may terminate this Agreement in the event the other Party breaches the terms of this Agreement and has failed to remedy such breach within thirty (30) calendar days of written notice given by the non-breaching Party. 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.

Notwithstanding any provision of applicable law, this Agreement may not be terminated for convenience without the consent of both Parties.

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**

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: \$1,000,000 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 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.**

**Notwithstanding anything to the contrary, under no circumstances will Paper Education’s aggregate liability, in any form of action whatsoever in connection with this Agreement or the Services,**



**exceed the price paid by the District for the Initial Term, except where, and to the extent that, such limitation is expressly prohibited by applicable law.**

**To the maximum extent permitted by applicable law, in no event will Paper Education be liable for any damages whatsoever or deriving from any theory of liability, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of District, its Users, or anyone else in connection with the Services, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from interactions with other members of the Platform, whether online or offline.**

#### **E. 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.**

#### **F. 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.

#### **G. 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](mailto: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 America 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.

### **G. 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.

### **H. 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.

### **I. 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.

### **J. 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**

This Agreement shall be governed by, and interpreted in accordance with, the laws of New York, without regard to any conflict of law provisions. Further, if there is any dispute arising out of this Agreement, the Parties expressly agree that any such dispute shall be governed by the laws applicable in New York. The Parties expressly agree and consent to the exclusive jurisdiction and venue of the State and federal courts of New York for the resolution of any such dispute.

### **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.**

**Oldham County School District**

Claudette Z. Herald

Signature

Name: Claudette Herald

Title: Superintendent

Date: 7.17.2025

**Paper Education America Inc.**

Signed by:  
Marisa Burkhart  
191A400EA4A745F...

Signature

Name: Marisa Burkhart

Title: Chief Revenue Officer

Date: 7/1/2025 | 12:23 PM EDT

## SCHEDULE A

### Paper™ Educational Support System Order Form

#### Oldham County School District

##### - A.1 ORDER AND PRICING DETAILS

<b>Student Subscription Type</b>	<b>Paper ESS Platform Student Account – 1 Year Access (Major Clarity)</b>
<b>Subscription Term Dates</b>	July 1 2025 to July 1 2026
<b>Total Student Accounts</b>	6,500
<b>Unlimited On-Demand Access to Live Help and Review Centre (USD per student)</b>	N/A
<b>Platform Fee (USD, per student)</b>	N/A
<b>PaperReading Access Fee*</b>	N/A
<b>Paper Missions - Math and Vocabulary Practice tools*</b>	N/A
<b>Live Help Tutoring and Writing Review Centre*</b>	N/A
<b>G.R.O.W. High Impact Tutoring</b>	N/A
<b>MajorClarity by Paper/college and career readiness (CCR)</b>	6,500 of seats of CCR Full access x \$3.07 /student = \$19,950 total cost USD for unlimited access
<b>CCR Add Ons (for ESS Full ONLY)</b>	N/A
<b>Invoicing and Payments</b>	Unlimited access fees are due upon signing. Payments are Net 30.
<b>Additional Applicable Term or Annual Costs/Grants (e.g., Local CSM)</b>	N/A

##### A.2 - ONBOARDING AND IMPACT SUPPORT FEES

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

**A.3 - COSTS SUMMARY**

<b>Minimum Annual Total Costs; Payable Upon Signing</b>	<b>Variable Monthly Costs for the Term (Billing monthly based on activation or usage, as applicable)</b>
Unlimited Access: \$19,950.00 USD	N/A
TOTAL Due on signing: \$19,950.00	

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

**B. DISTRICT SERVICE INFORMATION**

<b>Included Schools/Sites</b>	All MS and HS sites in Oldham County
<b>Included Student Grade Levels</b>	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**

<b>Primary Contact Name and Title</b>	Dr. Dylan Smith, Assistant Superintendent
<b>Primary Contact Phone</b>	502-241-3500
<b>Primary Contact Email</b>	dylan.smith@oldham.kyschools.us
<b>Emergency Contact Name and Title</b>	Dr. Dylan Smith, Assistant Superintendent
<b>Emergency Contact Phone</b>	502-241-3500
<b>Emergency Contact Email</b>	dylan.smith@oldham.kyschools.us
<b>Notification Email Address</b>	dylan.smith@oldham.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.**

**Oldham County School District**

Claudette Z. Herald

Signature

Name: Claudette Y. Herald

Title: Superintendent

Date: 7.14.2025

**Paper Education America Inc.**

Signed by:  
Marisa Burkhardt  
191A400EA4A745F...

Signature

Name: Marisa Burkhardt

Title: Chief Revenue Officer

Date: 7/1/2025 | 12:23 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:

- (a) "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.
- (b) "**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.
- (c) "**Current Term**" means District's currently active subscription services term which is either the Initial Term or a Renewal Term.
- (d) "**Educator(s)**" means the tutors engaged by Paper that provide individualized educational support services to Students on the Platform.
- (e) "**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.
- (f) "**Expansion**" means the addition of additional students, grades, school sites to the services through an amendment of this Agreement.
- (g) "**Initial Term**" means the Initial Subscription Term designated by the Parties in Section A (Order and Pricing Details) of the Order Form.
- (h) "**Notification Email Address**" means the email address(es) designated by District in Section C (District Contact Information) of the Order Form.
- (i) "**Order Form**" means the required Schedule A to this Agreement, the Paper™ Educational Support System Order Form.
- (j) "**Paper Education**" means Paper and its Affiliates, collectively.



- (k) **“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.
- (l) **“Renewal Term”** refers to a renewed subscription term occurring after the completion of the District’s Initial Term subscription to the Services.
- (m) **“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>.
- (n) **“Term”** means the Initial Term and all Renewal Terms, as applicable.
- (o) **“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.
- (p) **“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.
- (q) **“Student(s)”** means Users of the Services that are students.