

DATE:

August 15, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the terms and conditions with WeVideo for Taylor Mill Elementary.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

WeVideo is an online video editing tool designed to allow create of videos for broadcasting the school news. This software enables students to edit, use drag and drop features, record videos and podcasts. WeVideo will be used to support Taylor Mill Innovation class in their creation of daily student video news announcements.

FISCAL/BUDGETARY IMPACT:

\$374.00 from Title funds

RECOMMENDATION:

Approve the terms and conditions with WeVideo, online video editing resource for Taylor Mill Elementary

CONTACT PERSON:

Carrie Holloway

Carrie B Holloway

Principal/Administrator

Tina Wautman

District Administrator

[Signature]
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



price quote/proposal

quote number: **WVS-I-1120801**

page 1 of 2

remit payment to

WeVideo Inc.
P.O. Box 103175
Pasadena, CA 91189-3175
Fax: 408-819-9441
po@wevideo.com

customer information:

KENTON COUNTY SCHOOLS - Taylor Mill Elementary
1055 Eaton Dr
Fort Wright, Kentucky 41017

Steffanie Sela
steffanie.sela@kenton.kyschools.us
Library Media Specialist

Date: 09/09/2025

Quote Expires: 31/12/2025

WeVideo Contact:

Andreea Negrea
Andreea@wevideo.com
Phone: +16508521649

Notes:

WeVideo Subscription 2025

KENTON COUNTY SCHOOLS - Taylor Mill Elementary is presented with the following WeVideo for Schools subscription price proposal. With this agreement, KENTON COUNTY SCHOOLS - Taylor Mill Elementary is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, KENTON COUNTY SCHOOLS - Taylor Mill Elementary receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by KENTON COUNTY SCHOOLS - Taylor Mill Elementary below:

	Product/Description	Total Extended Price
30 users	WeVideo for Schools Annual Subscription with Interactivity	\$374.00
		Subtotal \$374.00
Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption		Tax (exempt?)
Quote is valid for terms as stated above and below		
All prices in United States Dollars (\$)		Total \$374.00

SECTION I - term length and subscription term discount options (CHECK ONE):

- | | | | |
|--------------------------|----------------------------------------------------------|---------|------------|
| <input type="checkbox"/> | Purchase 12 months from 09/09/2025 to 09/08/2026 prepaid | prepay: | \$374.00 |
| <input type="checkbox"/> | Purchase 24 months from 09/09/2025 to 09/08/2027 prepaid | prepay: | \$748.00 |
| <input type="checkbox"/> | Purchase 36 months from 09/09/2025 to 09/07/2028 prepaid | prepay: | \$1,122.00 |

SECTION II - is a purchase order required to send an invoice to KENTON COUNTY SCHOOLS - Taylor Mill Elementary (CHECK ONE):

- | | |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Yes, a school/district PO is required to invoice our school or district. Please return a copy of your PO with this signed quote. |
| <input type="checkbox"/> | No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment) |



price quote/proposal page 2 of 2

School/District KENTON COUNTY SCHOOLS - Taylor Mill Elementary

Contact Stefanie Seta

Quote Expires 12/31/2025

quote number: WVS1120801

page 2 of 2

P.O. Box 103175

Pasadena, CA 91189-3175

Fax: 408-818-9441 / Email: po@wevideo.com

Andreea Negrea Andreea@wevideo.com Phone: +16508521649

SECTION III - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner First Name

Admin/owner Last Name

Admin/owner Email

Job title/role

Phone Number

BILLING INFORMATION

Accounts Payable Contact First Name

Accounts Payable Contact Last Name

Accounts Payable Email

Accounts Payable Phone Number

PROPOSAL ACCEPTANCE

School or district purchase approver

To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-818-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature

Date

Print Name

Print Title



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, 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;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the 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 purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

WeVideo, Inc.

Vendor Name

P.O. Box 103175 Pasadena, CA 91189-3175

Vendor Address

650-852-1658

Vendor Telephone

po@wevideo.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Loredana Pribac

Print Name

6/4/2024

Date



Terms of Use

Last Modified: September 4, 2024

This WeVideo Services Agreement is entered into as of the date last signed in the signature block below ("Effective Date") by and between WeVideo, Inc., a Delaware corporation with a place of business at 25422 Trabuco Road, suite 105-544, Lake Forest, CA 92630 ("WeVideo") and **[CUSTOMER]**, a **[STATE OF FORMATION]** **[ENTITY TYPE]** with offices located at **[ADDRESS]** ("Customer," together with WeVideo, the "Parties" and each a "Party". This "Agreement" means this WeVideo Services Agreement together with the applicable Quote (defined below). The Parties agree as follows:

1. WEVIDEO SERVICES.

a. SaaS Solution. Subject to the terms and conditions of this Agreement, WeVideo hereby grants Customer the right to remotely access the software-as-a-service solution(s) ("SaaS Solution(s)") specified in the applicable quote executed by the Parties that references this Agreement ("Quote") during the term of the applicable Quote solely for Customer's internal business purposes. Customer may access the SaaS Solution via Users (defined below); provided, however, Customer is limited to the number of unique users set forth in the Quote. "Users" means the applicable persons authorized by Customer to access the SaaS Solution. Customer will ca' all Users to comply with all provisions of this Section 1.



"Services"). Professional Services include WeVideo's then standard maintenance and support services. WeVideo will use commercially reasonable efforts to meet the assignment and support times set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

c. Customer Responsibilities. Customer is responsible for access to the SaaS Solution and Customer Data by all persons, whether Users or otherwise, as a result of Customer's failure to (i) comply with the terms of this Agreement or (ii) use reasonable precautions to secure its own systems or credentials for access to the SaaS Solution. Customer will: (a) use its best efforts to prevent unauthorized access to or use of the SaaS Solution, and notify WeVideo immediately of any such unauthorized access or use; and (b) promptly deactivate the SaaS Solution User account of any individual no longer tasked with the use of the SaaS Solution. Customer shall be responsible for: (1) all acts that occur in connection with its Users' SaaS Solution User Accounts; (2) assuring that its employees receive adequate disclosures of this Agreement's terms and conditions governing such employees' use of the Services; and (3) all transmissions initiated by Users during use of Services. Customer will cause all Users to comply at all times with this Agreement and any standard terms applicable to the use of the SaaS Solution made available to Users. Customer will be solely responsible to obtain the authorizations, licenses and consents, if and as required by any applicable law, to make the SaaS Solution available to Users and for the collection, storage and processing of information and/or sensitive information by WeVideo according to Customer's instructions. "Customer Content" means any text, graphical, video, audiovisual, media, video files or other content or materials that Customer or Users submit to or upload into the SaaS Solution. Customer Content is included within the Customer Data definition. "Customer Data" means any and all electronic information, files or data submitted or made available by or on behalf of Customer or Users that is received, processed or stored by WeVideo or the SaaS Solution.

d. Use Restrictions. Customer will not directly or indirectly through any Affiliate or any other party: (i) use the SaaS Solution outside the permitted



law or regulation; (iii) sell, resell, license, lease, transfer, distribute, redistribute, assign, transmit, publish, display or otherwise commercially exploit or make available (collectively, "Distribute") the SaaS Solution to any third party, other than to Users; (iv) Distribute libelous, defamatory, pornographic, obscene, invasive of privacy or publicity rights, abusing, inciting, harassing, threatening, unlawful, tortious, misleading, false or fraudulent Customer Data on, to or through the SaaS Solution; (v) Distribute Customer Data on, to or through the SaaS Solution that violates the rights of any party or infringes upon or misappropriates the patent, trademark, trade secret, copyright, or other intellectual property right of any party; (vi) Distribute malicious or harmful computer code on, to or through the SaaS Solution; or (vii) duplicate or reverse engineer the SaaS Solution, in whole or in part. Customer will cause all Users to comply at all times with all representations, warranties, restrictions, obligations and covenants of Customer in this Agreement. Customer will be directly liable to WeVideo for any breach of this Agreement by, or caused by, Users. "Affiliate" means, with respect to a party, any individual or entity that directly or indirectly controls, is controlled by, or is under common control with such party. For purposes of the Affiliate definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of more than 50% of the voting securities of an entity, representation on its board of directors or other governing body, or by contract.

e. Prohibited Content. Customer is solely responsible for Customer's conduct and Customer communications with others while using the SaaS Solution. WeVideo is not responsible for the accuracy, completeness, appropriateness, or legality of Customer Data. Customer represents and warrants to WeVideo that: (i) Customer and Users have, and will maintain at all times, all rights, licenses and consents necessary to grant the licenses to WeVideo set forth in this Agreement and to make Customer Data available to WeVideo for use and distribution as contemplated in this Agreement and the Privacy Policy; (ii) Customer Data, and WeVideo's use and distribution



or entity; (iii) Customer Data was, and will be, collected, created and distributed in compliance with all federal, state, local, or foreign laws, rules, regulations, statutes, ordinances or directives ("Laws"); (iv) all content of Customer Data, and WeVideo's use and distribution thereof, does not, and will not, violate any Law; (v) Customer Data does not, and will not, contain anything defamatory, libelous, obscene, harassing, violent, threatening, immoral, pornographic, indecent, false, deceptive, fraudulent, misleading or anything that promotes discrimination on the basis of race, color, national origin, religion, sex, gender, age, disability, sexual preference, pregnancy, familial status or veteran status or promotes illegal activity; (vi) Customer Data does not, and will not, contain any viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents, or programs; and (vii) Customer Data is not, and will never be, subject to any "open source license" or "copyleft license", as those terms are generally understood in the software industry. In addition to all other remedies available to WeVideo, WeVideo reserves the right to remove from the SaaS Solution any and all Customer Data that WeVideo determines violates any provision of this Agreement.

f. Modifications to the Services. WeVideo reserves the right to change, update or modify content, functionality, or user interface of the SaaS Solution at any time.

2. CUSTOMER OBLIGATIONS.

a. User Accounts. Each User accessing the SaaS Solution must be issued a separate and unique user ID and password by WeVideo and/or Customer ("User Accounts"). Customer may specify Users who will have administrative control of the Customer Account through the administrative console ("Administrators"). Customer shall ensure that passwords associated with User Accounts and Administrators remain confidential and



authorized by Customer to access the SaaS Solution, Customer shall immediately notify WeVideo. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrator use of the SaaS Solution complies with this Agreement. WeVideo's responsibilities do not extend to the internal management or administration of the SaaS Solution for Customer. Administrators may have the ability to: (A) access, disclose, restrict, or remove information in or from a User Account; (B) monitor, restrict, or terminate access to a User Account; and (C) disassociate a User from the Customer account.

b. Age Restricted Users. Under certain circumstances, Customer may allow Users under the age of 13 to use the SaaS Solution, provided that Customer must either be the legal parent or guardian of all Users 13 years of age or under or Customer must obtain legally binding, written permission from the legal guardian or parent of such User, and Customer shall comply with all age-restricted User requirements imposed by WeVideo. Customer shall not provide or make available to WeVideo any Customer Data containing any personal information in connection with any individual that is age 13 years or younger without WeVideo's prior written approval. Promptly upon WeVideo's request, Customer shall delivery to WeVideo all required consents and authorizations relating to any User that is 13 years of age or younger.

c. Communication Settings; Support. Customer is responsible for maintaining all "opt-in/out" settings for communications from or via WeVideo for all Users. Customer will: (i) promptly answer any requests from Users regarding such WeVideo communication settings; (ii) at Customer's own expense, respond to questions and complaints from Users or third-parties relating to the use of the SaaS Solution, and (iii) use commercially



reasonably practicable, cooperate with WeVideo's reasonable requests for assistance and information in order to facilitate the provision of the Services.

e. Customer System. Customer, at its sole cost and expense, shall be responsible to purchase or otherwise obtain the computer systems, devices, telecommunications network, gateway and internet access equipment and services necessary for Customer to access the SaaS Solution ("Customer System"). Customer is responsible for all maintenance and required upgrades of Customer System.

f. Customer Data. Customer is responsible for providing, in a timely manner, all data and information, including Customer Data, and assistance that WeVideo requires to provide the Services. All data, including Customer Data, provided to WeVideo shall be delivered in the agreed format as may be applicable. Customer acknowledges that WeVideo's ability to provide the Services, including the agreed pricing and delivery models, are contingent upon the accuracy and completeness of information and data provided by Customer and all Customer Data, as well as Customer's cooperation and timely performance of its obligations.

g. Laws. Customer will at all times comply with all applicable laws, rules and regulations, and will not export, re-export, divert, transfer, or disclose, directly or indirectly, or allow the use of, any SaaS Solution or WeVideo documentation, or any direct product thereof in violation of applicable U.S. export control requirements.

3. INTELLECTUAL PROPERTY.

a. Confidential Information. Each Party acknowledges that the Confidential Information of the other Party, all related trademarks, logos,



applicable intellectual or property laws.

b. Customer Data. As between the Parties, Customer owns all intellectual property rights in Customer Data. Customer hereby grants WeVideo a non-exclusive, worldwide, royalty-free, fully paid-up license to use, reproduce, display, modify, create derivative works of, and distribute Customer Data: (i) to provide Services; (ii) to make the SaaS Solution and its features available to Customer, Users and other users; (iii) to create Aggregated Data; and (iv) as set forth in WeVideo's Privacy Policy available at

<https://www.wevideo.com/privacy>, as updated from time to time by WeVideo, ("Privacy Policy"). "Aggregated Data" means Customer Data and data that is derived from Customer's use of the SaaS Solution, anonymized and aggregated with data of WeVideo's other customers. Customer hereby grants WeVideo a non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, irrevocable, sublicensable license to use, reproduce, display, modify, create derivative works of, and distribute Aggregated Data for any and all legal purposes.

c. WeVideo Services. WeVideo reserves all rights not expressly granted to Customer in this Agreement, including all rights in and to all Services and any work of authorship, invention, documentation, deliverables, work product, work processes, product feature or development created by or on behalf of WeVideo. Customer agrees that WeVideo shall own all intellectual property rights in and to any copy, translation, modification or adaptation of the SaaS Solution or any work of authorship, invention, documentation, deliverables, work product, work processes or development based thereon, which may be created by or for either Party. Customer agrees not to take any action that interferes with the intellectual or proprietary rights of WeVideo; attempt to copyright or patent any portion of WeVideo's property; or register or attempt to register any trademark, service mark, trade name,



makes available any text, graphical, video, audiovisual, media, video files or other content or materials to be included with or incorporated in any Customer Content or any other course, video or content (whether or not such content or materials are provided by WeVideo via the SaaS Solution or otherwise) ("WeVideo Content"), WeVideo hereby grants to Customer a revocable, non-exclusive, non-sublicensable, non-transferrable license to use such WeVideo Content, solely as included with or incorporated in Customer Content, for Customer's internal business purposes. Except as otherwise expressly set forth in this section, Customer obtains no right or license to WeVideo Content. WeVideo Content is included within WeVideo's Confidential Information.

e. AI Assist Features. The Services may include certain WeVideo artificial intelligence ("AI") features, including AI Assisted Interactions, AI Assisted Background Noise Reduction, and AI Assisted Subtitles (collectively, "AI Assist"). Access to AI Assist within the Services will be dependent on User Account type. Users must opt-in to use AI Assist within the Services. Customer acknowledges that its use of any AI Assist is at its sole discretion. WeVideo Content includes any output created by and made available to Customer via any AI Assist.

f. Feedback. If Customer or any employees, contractors, or User sends or transmits any communications or materials to WeVideo through any means, suggesting or recommending changes to the SaaS Solution, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "Feedback"), WeVideo is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to WeVideo on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and WeVideo is free to use, without any



Feedback. Feedback is included within WeVideo's Confidential Information and not Customer's Confidential Information.

4. FEES; PAYMENT.

a. Service Fees. Customer shall pay to WeVideo the fees and WeVideo Expenses (defined below), without deduction or set-off, as set forth in the Quote (collectively, "Fees"). WeVideo will furnish Customer an invoice stating the Fees due to WeVideo within thirty (30) days following the date of the invoice. Fees are nonrefundable unless expressly stated otherwise. WeVideo Expenses shall be payable monthly in arrears for WeVideo Expenses incurred in the applicable billing period. Any late payment of Fees shall accrue interest at the rate of one and one-half percent (1-1/2%) per month or the highest allowable legal rate, whichever is less, commencing on the date when such payment was due. "WeVideo Expenses" means all reasonable and necessary expenses, which WeVideo may incur in rendering the WeVideo Services, including travel time and out-of-pocket expenses for air fares, ground transportation, and lodging, plus communication costs incurred by WeVideo in the fulfillment of this Agreement.

b. Taxes. Customer is liable for any sales tax, use tax, service tax, value added tax, transfer tax, excise tax, tariff, duty or any other similar tax imposed by any governmental authority arising from the performance or furnishing by WeVideo of Services or Fees to Customer hereunder. Such taxes may be invoiced by WeVideo to Customer for all taxing jurisdictions where WeVideo is permitted or required by law to collect such taxes unless Customer provides a valid resale certificate or other valid evidence tax exemption.

c. Fee Increases. WeVideo reserves the right to change its Fees at any time, provided that if Customer is on a current subscription plan such change in Fees shall become effective upon the next renewal term following the end of the then current Quote initial term or renewal term, as applicable.



a. Term; Renewal. This WeVideo Services Agreement's initial term starts on the effective date and continues until the term in the last Quote ends. The initial term of a Quote will automatically renew for one-year terms unless either Party gives written notice of their intention not to renew at least sixty (60) days' before the current term of the Quote ends.

b. Termination for Breach. Either Party may terminate this WeVideo Services Agreement or any Quote if the other Party materially breaches this WeVideo Services Agreement or such Quote and fails to cure such material breach within thirty (30) days (or ten (10) days if such breach is a breach by Customer of any payment obligation) after written notice of such breach.

c. Immediate Termination. Either Party may terminate this WeVideo Services Agreement and any or all Quotes immediately upon notice to the other Party if the other Party (i) is adjudged insolvent or bankrupt, (ii) institutes or has instituted against it any proceeding seeking relief, reorganization or arrangement under any laws relating to insolvency (and, in the case of any such proceeding instituted against it, the proceeding is not dismissed within thirty (30) days after the filing), (iii) makes any assignment for the benefit of creditors, (iv) appoints a receiver, liquidator or trustee of any of its property assets, or (v) liquidates, dissolves or winds up its business. WeVideo may terminate this Agreement immediately upon notice to Customer if Customer breaches any provision of Section 1.

d. Effects of Termination. Upon the expiration or termination of this Agreement: (i) the rights granted by WeVideo to Customer and Users will immediately terminate (except as set forth in this section); (ii) WeVideo may provide Customer access to the Account at then-current rates so that Customer may export its Customer Data; (iii) after a commercially reasonable period of time (in no event longer than ninety (90) days), WeVideo may delete Customer Data; (iv) each Party shall destroy all copies of the Confidential Information of the other Party on tangible media in such Party's possession or control or return such copies to the other Party; (v) Customer shall certify in writing to WeVideo that it has satisfied all



automatically terminates all Quotes and termination of any Quote in accordance with this Section 5 does not automatically terminate any other Quote.

e. Suspension. WeVideo may suspend or interrupt the provision of Services, in whole or in part, at any time immediately upon notice to Customer if WeVideo determines that: (i) Customer or Users are using or intend to use the Services in violation of this Agreement or in violation of any applicable law, rule or regulation; (ii) any computer system of Customer has been compromised or unlawfully accessed; (iii) suspension of the Services is necessary to protect the infrastructure of WeVideo or its Affiliates, the environment in which the SaaS Solution is deployed, or WeVideo's other customers; (iv) suspension is required under law, rule or regulation; or (v) Customer has failed to pay Fees when due. All remedies in this section are in addition to, and not in lieu of, other remedies available to WeVideo.

6. CONFIDENTIALITY. "Confidential Information" means the nonpublic or proprietary business, technical or financial information disclosed or made available to one Party ("Recipient") by or on behalf of the other Party ("Discloser") pursuant to this Agreement and includes all information marked by Discloser as confidential or proprietary and any other information, whether written or oral and whether disclosed or made available before or during the term of this Agreement, that Recipient should reasonably understand is confidential or proprietary to Discloser. Notwithstanding anything to the contrary in this Section 6, Confidential Information shall not include information which: (i) was already known to Recipient at the time of disclosure by Discloser, and Recipient was under no obligation of confidentiality with respect to such information; (ii) is disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of



respect to Customer Data are set forth in Section 7 and other sections of this Agreement. The recipient will not disclose Discloser's Confidential Information to any third party, except as permitted in this Section 6. Recipient will protect and keep confidential Discloser's Confidential Information using the same degree of care that the Recipient uses to protect its own nonpublic or proprietary business, technical or financial information of similar importance, but in no event less than a reasonable degree of care. Recipient will not use Discloser's Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Agreement or as otherwise expressly permitted in this Agreement. The disclosure of Confidential Information pursuant to this Agreement is not intended in any way to transfer or grant any right, title or interest in or to such Confidential Information to Recipient unless otherwise expressly indicated in this Agreement or by Discloser in writing. Recipient may disclose the Confidential Information of Discloser only to those of its officers, directors, employees, agents, representatives and contractors ("Representatives") who have a legitimate need to know such Confidential Information consistent with the purposes of this Agreement and who have agreed, either as a condition of employment, representation or in a written agreement, to be bound by terms and conditions substantially as protective as the confidentiality terms and conditions applicable to Recipient under this Section 6. Recipient shall be responsible and liable for any breach by its Representatives of the obligations of Recipient set forth in this Section 6.

7. DATA SECURITY. WeVideo shall maintain commercially reasonable security precautions, consistent with the NIST Cybersecurity Framework, SOC 2 Type II, and generally accepted industry standards, designed to protect the security of Customer Data in WeVideo's possession or control. WeVideo shall process Customer Data in accordance with the Privacy Policy. By using the Services, Customer consents to the transfer,



incorporated into and made a part of this Agreement.

8. WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

a. WeVideo Warranty. WeVideo represents and warrants that: (i) the SaaS Solution will materially conform to the technical documentation provided to Customer by WeVideo, and (ii) the Professional Services will be performed in a professional and workmanlike manner.

b. Third-Party Materials. The SaaS Solution may include or provide access to third-party services, links to third-party websites or resources, and media files and other content that may be protected by terms and conditions of such third-parties or intellectual property rights of such third parties ("Third-Party Materials"). WeVideo does not evaluate, and is not responsible for, the content of any such Third-Party Materials, acts or omissions of third party's or its use of Customer Data. Customer is expressly prohibited from copying, uploading, downloading, or sharing Third-Party Materials unless Customer has the right to do so. Customer, not WeVideo, will be fully responsible and liable for what Customer copies, shares, uploads, downloads or otherwise uses while using the SaaS Solution. Customer's use of any such Third-Party Materials is governed by the applicable terms of use and privacy policy of such Third-Party Materials, and not by this Agreement.

c. Disclaimer of Warranties. THE SAAS SOLUTION AND ALL SERVICES INCLUDING WITHOUT LIMITATION ALL AI ASSIST AND ALL WEVIDEO CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND WEVIDEO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT



BETWEEN CUSTOMER AND THE THIRD-PARTY PROVIDER, OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. WEVIDEO HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIRD-PARTY MATERIALS. CUSTOMER ACKNOWLEDGES AND AGREES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED AND IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES OR OTHER STATEMENTS WHATSOEVER, WHETHER WRITTEN OR ORAL (FROM OR BY WEVIDEO OR ANY OF ITS AFFILIATES OR REPRESENTATIVES) OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT IT WILL NOT HAVE ANY RIGHT OR REMEDY ARISING OUT OF ANY REPRESENTATION, WARRANTY OR OTHER STATEMENT NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

d. Consequential Damages Disclaimer. SUBJECT TO SECTION 8(F), IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE SERVICES, OR IN CONNECTION WITH ANY CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT (INCLUDING BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE) AND WHETHER OR NOT SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

e. Liability Cap. SUBJECT TO SECTION 8(F), THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY AND ITS AFFILIATES FOR ALL DAMAGES AND LIABILITIES ARISING UNDER ALL CLAIMS IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PRIVACY POLICY AND DPA), REGARDLESS OF THE FORM



FEES PAID BY CUSTOMER TO WEVIDEO UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED THE DAMAGE RELATING TO THE FIRST CLAIM MADE UNDER THIS AGREEMENT. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 8 SHALL APPLY EVEN IF AN EXCLUSIVE REMEDY OF CUSTOMER UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

f. Exceptions. The provisions of Section 8(d) and Section 8(e) shall not apply to damages and liabilities that arise from: (i) Customer's breach of Section 1; (ii) Customer's breach of Section 4; (iii) a Party's infringement upon the other Party's intellectual property rights; (iv) a Party's breach of Section 6; or (v) a Party's obligations under Section 9 or breach thereof.

9. INDEMNIFICATION.

a. Customer Obligation. Customer shall indemnify, defend, and hold harmless, and hereby releases, WeVideo, its Affiliates, and its and their respective officers, directors, employees, agents, successors and assigns from and against any and all claims, actions, causes of action, suits, proceedings, investigations, liabilities, losses, damages, costs and expenses of any nature whatsoever (including settlement costs and reasonable attorneys' fees) that arise from, relate to, are based upon or allege: (i) Customer's actual or alleged breach of any obligation, representation or warranty in this Agreement; (ii) the content of any Customer Data; (iii) the use, modification, display or distribution of Customer Data by WeVideo or any of its Affiliates as authorized or contemplated under this Agreement; or (iii) Customer's actual or alleged violation of Law, willful misconduct or fraud. Customer shall control the defense of any indemnified claim, including appeals, negotiations, and any settlement or compromise thereof; provided, however, Customer may not enter into any settlement under which



harmless Customer from and against any and all third-party claims, and any and all damages, liabilities, costs and expenses (including reasonable attorney fees) incurred by Customer as a direct result of such third-party claims, to the extent such third-party claims arise from an allegation that the SaaS Solution, as provided by WeVideo, infringes such third party's US intellectual property rights. If an action or claim is brought that is subject to indemnification under this Section 9(b), or if WeVideo reasonably determines in its discretion that such an action or claim is likely to be made, WeVideo may, at its option, (i) replace or modify the SaaS Solution so it is no longer infringing, or (ii) obtain for Customer the right to continue using the SaaS Solution. If WeVideo determines that neither (i) nor (ii) is commercially practicable, then WeVideo may terminate Customer's right to use the infringing SaaS Solution, in which event Customer shall receive, as its sole and exclusive remedy, a pro-rata refund of amounts paid for the SaaS Solution based upon the remaining term. Notwithstanding the foregoing, WeVideo will have no obligations under this Section 9 in connection with any claims, actions, damages and liabilities that arise from or relate to: (a) breach of this Agreement by Customer or any Users, (b) negligence or more culpable conduct by Customer or any Users, (c) violation of any laws by Customer or any Users, (d) the combination of the SaaS Solution with any software, hardware, data or technology that is not provided by WeVideo or not proprietary to WeVideo, (e) any claim, action, cause of action, suit, proceeding or investigation subject to indemnification under Section 9(a), or (f) Third-Party Materials or any output of AI Assist. Customer shall provide prompt notice of any indemnified claim and reasonably cooperate with WeVideo's defense. WeVideo will control the defense of any indemnified claim, including appeals, negotiations, and any settlement or compromise thereof. WeVideo's obligation in this Section 9 will be excused if either of the following materially prejudices the defense: (1) Customer failure to provide prompt notice of the indemnified claim; or (2) Customer's failure to cooperate in the defense. The remedies set forth in this Section 9(b) are Customer's sole and exclusive remedy, and WeVideo's sole and exclusive



10. STRUCTURE OF AGREEMENT. Each Quote shall be deemed to incorporate by reference all of the terms and conditions of this WeVideo Services Agreement and shall constitute a separate and binding Agreement between WeVideo or its Affiliate that is the signatory to the Quote and Customer or its Affiliate that is the signatory to the Quote. Each of WeVideo and Customer is responsible for any breach of this WeVideo Services Agreement or any Quote by its Affiliates that are signatories to any Quote. An Affiliate of either Party may contract under this WeVideo Services Agreement by executing a Quote. Each Affiliate executing a Quote is agreeing to be bound by the terms and conditions of this WeVideo Services Agreement. In such case, a WeVideo Affiliate shall be deemed to be "WeVideo" and a "Party" for purposes of this Agreement; and a Customer Affiliate shall be deemed to be "Customer" and a "Party" for purposes of this Agreement. In the event there are any conflicts or any inconsistencies between the terms and conditions of any Quote and the terms and conditions of this WeVideo Services Agreement, the terms and conditions of the Quote shall govern for such Quote. If there is any conflict or inconsistency between the DPA, on one hand, and this Agreement or the Privacy Policy on the other hand, this Agreement and the Privacy Policy shall govern.

11. MISCELLANEOUS. This Agreement, and any applicable Quote under this Agreement: (i) is governed by, and will be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the State of Delaware's conflict of laws rules; (ii) is binding upon, and will inure to the benefit of, the Parties and their respective successors and permitted assigns; and (iii) constitutes the sole and entire agreement of the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous written or oral negotiations,



be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be amended only by a written document signed by duly authorized representatives of each Party. Customer may not, directly or indirectly, assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, without the prior written consent of WeVideo. Any purported assignment or delegation in violation of this Section 11 shall be null and void. Each Party expressly consents to the exclusive jurisdiction of the federal, state and local courts in Wilmington, Delaware to govern all disputes arising out of or relating to this Agreement. Notwithstanding the foregoing, either Party may seek injunctive relief against the other Party from any other judicial or administrative authority pending the resolution of such dispute. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE, CONTROVERSY, CLAIM OR LEGAL ACTION ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. If any legal action is brought to enforce this Agreement, the prevailing Party shall be entitled to receive its attorneys' fees, court costs, and other collection expenses. There are no third-party beneficiaries to this Agreement. All references to and mentions of the words "including," "include" or "includes" shall be deemed to be followed by "without limitation." "Or" is not exclusive. The following Sections shall survive termination or expiration of this Agreement (where reference is to a Section, all subsections are deemed to be included): 1(d), 1(e), 3, 4, 5(d), 6, 8(c), 8(d), 8(e), 8(f), 9, 10, 11, and any other provisions which by their nature should survive such termination or expiration. WeVideo shall not be liable for failure



Video learning tools

[Video editor](#)
[Screen recorder](#)
[Green screen](#)
[Video templates](#)
[Real-time collaboration](#)
[AI](#)
[White-label API](#)
[Content](#)

[Interactive video](#)
[Self-paced learning](#)
[Audience response system](#)
[Peer review](#)
[Learner-made content](#)
[Course creation](#)
[Video hosting](#)

Industries

[K-12](#)
[Higher ed](#)
[Business](#)
[Creators](#)

Devices

[iOS](#)
[Android](#)
[Chromebook](#)
[Windows](#)

Company

[About us](#)
[Leadership](#)
[Case studies](#)
[Careers](#)
[Events](#)
[News](#)
[Affiliates](#)
[Press kit](#)

Support

[Help center](#)
[Contact us](#)
[WeVideo System Status](#)
[PlayPosit System Status](#)

Compare

[WeVideo vs. Screencastify](#)
[WeVideo vs. Edpuzzle](#)
[WeVideo vs. Nearpod](#)
[WeVideo vs. Google Vids](#)

Learn

[Resource center](#)
[WeVideo Academy](#)
[Assignment Ideas Library](#)
[Professional development](#)
[Certification courses](#)
[Creative challenges](#)
[Events](#)
[Blog](#)



© 2025 WeVideo, Inc.

[Accessibility](#) | [Privacy Policy](#) | [Security](#) | [Terms of Use](#)



**Addendum to
the WeVideo Enterprise Terms of Service between
the Kenton County Board of Education and WeVideo, Inc.**

WHEREAS, the Kenton County Board of Education ("KCBOE"), and WeVideo, Inc. ("WeVideo") are parties to a Service Agreement composed of WeVideo's Enterprise Terms of Service, accessible at <https://www.wevideo.com/enterprise-terms-of-use>. The KCBOE and WeVideo may be individually referred to as the "Party" or collectively referred to as the "Parties."

WHEREAS, the Parties agree to modify the terms contained in the Enterprise Terms of Service, pursuant to the terms and conditions of this Addendum.

WHEREAS, all additions made herein shall be valid as if part of the WeVideo Enterprise Terms of Service.

NOW, THEREFORE, the amendments are as follows:

Section 12. Legal Terms. is amended to read, as follows:

"1. THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY THE STATE OF KENTUCKY LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

2. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURT OF KENTON COUNTY, KENTUCKY, IN THE CITY OF COVINGTON, KENTUCKY, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE."

Kenton County Board of Education:

WeVideo, Inc.:

Signed: _____

Signed: Krishna Menon

Name: _____

Name: Krishna Menon

Title: _____

Title: CEO

Date: _____

Date: April 28, 2022