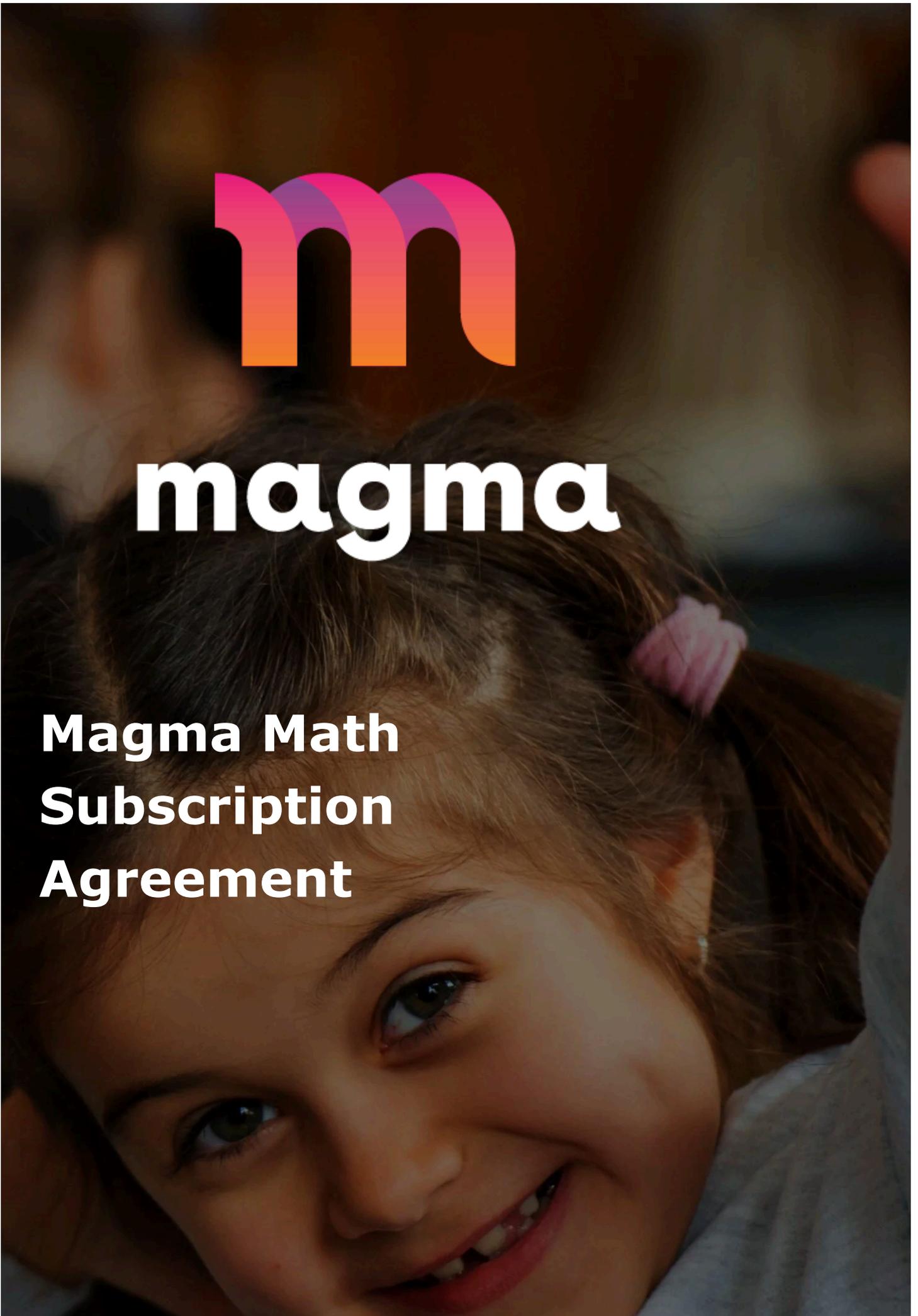




magma

**Magma Math
Subscription
Agreement**



Customer

KY-SD BOONE COUNTY

8330 Us 42
Florence, Kentucky 41042
US

Jesse Parks
Board Chairperson
jesse.parks@boone.kyschools.us

Jeff Hauswald
Superintendent
jeff.hauswald@boone.kyschools.us
notFound

Radish Education Inc.
6 W 18 St
New York, NY, 10011
United States

Chad Shilstone
chad@maggmamath.com

Subscription Agreement

This Subscription Agreement ("Agreement") is entered into by and between:

Customer:

KY-SD BOONE COUNTY
8330 Us 42
Florence, Kentucky, 41042

Solution Provider:

Radish Education Inc.
6 W 18th Street
New York, NY, 10011

Radish Education Inc. distributes the software Magma Math in the United States and Canada. Radish Education Inc. distributes the Magma Math platform and related services, collectively, the "Services". This Agreement governs the Customer's subscription to and use of the Services.

Agreement Term

Start: July 1, 2026

End: June 30, 2030

Pricing and Payment Terms

The annual subscription fee is calculated based on the number of student licenses purchased. Radish Education Inc. shall issue invoices annually, payable within 30 days of the invoice date, covering the subscription for the subsequent academic year.

All Purchase Orders should be issued to Radish Education Inc. Payment may be made via ACH or check. Detailed payment information is provided on each invoice. Payment terms are Net 30 days from the invoice date.

All prices listed exclude applicable taxes. If the Customer holds a valid tax exemption certificate, please submit it to chad@maggamath.com for verification and processing.

Renewal

This Agreement will automatically renew for successive one (1)-year terms unless the Customer provides Radish Education Inc. written notice of cancellation at least ninety (90) days before the expiration date of the current term. Renewal fees shall reflect Radish's then-current pricing.

Termination

Either party may terminate this Agreement upon a material breach by the other party if such breach remains uncured after thirty (30) days written notice specifying the breach.

Terms of Use and Data Privacy

Customer's use of the Services is subject to Radish Education Inc.'s Terms of Use and Privacy Policy. Radish Education Inc. warrants compliance with applicable laws, including, without limitation, the Family Educational Rights and Privacy Act

(FERPA), and agrees to cooperate with Customer in ensuring data privacy compliance.

By signing this Agreement, the Customer agrees on behalf of their organization to Radish Education Inc.'s [Privacy Policy](#) and [Terms of Use](#).

W-9

Radish Education Inc.'s W-9 form is available [here](#).

Governing Law

This Agreement shall be governed by and construed according to the laws of the State of Kentucky, without regard to conflicts of law principles. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in US, Kentucky.

Reference Number #20260115-152514360

Issued

January 15, 2026

Expires

March 7, 2026

Prepared for

Jesse Parks

Board Chairperson

jesse.parks@boone.kyschools.us

Jeff Hauswald

Superintendent

jeff.hauswald@boone.kyschools.us

notFound

Scope of Services

4 Year Contract Billed Annually

Products & Services	Billing Frequency	Quantity	Unit price	Price
Magma Full District license Student License	Annually	20,000	\$10.00 / year	\$200,000.00 / year for 4 years

Annual subtotal	\$200,000.00
<hr/>	
Total	\$200,000.00
Total contract value	\$800,000.00

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and Radish Education Inc. _____ ("Vendor"), and is intended to amend, modify, and supplement the Master Services Agreement _____ (hereinafter, the "Agreement").

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

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

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

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

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

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

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

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

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: 2/12/2026

Printed Name: Mr. Jesse Parks

Title/Position: Board of Education Chairperson

[VENDOR NAME HERE] Radish Education Inc.

By: 

Date: Jan 14th 2026

Printed Name: Kristoffer Brown

Title/Position: Head of Product - US