

This Confidential Data Privacy Agreement (“**DPA**”) is entered into by and between:

THE BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY, a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (the “**Board**” or “**Jefferson County Public Schools**”) and

ChartFlow, LLC, a Limited Liability Company organized under the laws of the state of Delaware with its principal place of business located at 1702 Craig Court, The Villages, FL 34762 (the “**Provider**”).

**WHEREAS**, the Provider is providing educational or digital services to the Board.

**WHEREAS**, the Provider and the Board recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and the Board desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, the Board and Provider agree as follows:

#### **ARTICLE I: PURPOSE AND SCOPE**

1. **Entire Agreement.** This DPA is the entire agreement between the Parties and supersedes any and all agreements, representations, and negotiations, either oral or written, between the Parties before the effective date of this DPA. This DPA may not be amended or modified except in writing as provided below. This DPA is supplemented by the Board’s Procurement Regulations in effect as of the Effective Date (the “**Regulations**”), which are incorporated by reference solely to the extent expressly applicable to this DPA and made available to Provider before execution. In the event of a conflict between any provision of this DPA and the Regulations, the Regulations shall prevail. Any amendment to the Regulations after the Effective Date shall not apply to this DPA unless agreed by the Parties in a signed writing.
2. **Term.** This DPA shall be effective as of, May 13, 2026 (the “**Effective Date**”) and shall continue for three (3) years concluding on May 12, 2028.
3. **Services.** The services to be provided by Provider to the Board pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”). Any compensation to be provided by the Board to Provider is also detailed in **Exhibit “A”** (the “**Compensation**”). Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to the Board are costs associated with the compiling of Confidential Data requested under this DPA and costs associated with the electronic delivery of Confidential DATA to Provider.
4. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Confidential Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and

performing services otherwise provided by the Board. Provider shall be under the direct control and supervision of the Board, with respect to its use of Confidential Data. Such status and control are acknowledged solely for purposes of FERPA and other applicable student data privacy laws and shall not be construed to create any employment, agency, fiduciary, partnership, or general operational control relationship between the Board and Provider.

5. **Confidential Data to Be Provided.** In order to perform the Services described above, the Board shall provide Confidential Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
6. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Confidential Data Property of the Board.** All Confidential Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the Board. The Provider further acknowledges and agrees that all copies of such Confidential Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Confidential Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Confidential Data contemplated per the Service Agreement, shall remain the exclusive property of the Board. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the Board as it pertains to the use of Confidential Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the Board shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Confidential Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for the Board to respond to a parent or student, whichever is sooner) to the Board’s request for Confidential Data in a student’s records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Confidential Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Board, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the Board, transfer, or provide a mechanism for the Board to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Confidential Data held by the Provider pursuant to the Services, the Provider shall notify the Board in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Confidential Data in a manner no less stringent than the terms of this DPA.
6. **Research and Program Evaluation.** For any project, involving data collection or research (e.g., program evaluation or monitoring activities), student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), the Board complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the Board's IRB and shall not begin before approval is secured from the IRB. If Provider wishes to collect data specifically for program evaluation or research purposes, or if Provider wishes to use identifiable data for program evaluation or research purposes, Provider must apply for and obtain permission from the Board's IRB prior to beginning any research or evaluation related data collection. For clarity, routine product support, troubleshooting, internal analytics, service monitoring, security monitoring, quality assurance, and ordinary-course development, maintenance, and improvement of the Services shall not constitute "research" or "program evaluation" requiring IRB approval unless Provider is conducting a separate study using identifiable data for publication, external dissemination, or purposes beyond providing, maintaining, securing, or improving the Services.

### ARTICLE III: DUTIES OF THE BOARD

1. **Provide Data in Compliance with Applicable Laws.** The Board shall provide Confidential Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the Board has a policy of disclosing Education Records and/or Confidential Data under FERPA (34 CFR § 99.31(a)(1)), the Board shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** The Board shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Confidential Data.
4. **Unauthorized Access Notification.** The Board shall notify Provider promptly of any known unauthorized access. The Board will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Confidential Data privacy and security, all as may be amended from time to time, including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; 7 C.F.R. 245.6 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.

2. **Data Custodian.** For the purposes of this DPA and ensuring Provider's compliance with the terms of this DPA and all application of state and federal law, Provider designated Daniel Shporin as the data custodian ("Data Custodian") of the Confidential Data. The Board will release all data and information under this DPA to Data Custodian. Data Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this DPA, including confirmation of the return or destruction of data as described below. The Board may, no more than once in any twelve (12) month period and upon at least ten (10) business days' prior written notice, review only those records that Provider is expressly required to maintain under this DPA and that directly relate to Board Confidential Data, subject to Provider's reasonable confidentiality, information security, and trade secret protections.
3. **Authorized Use.** The Confidential Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA. Provider will not contact the individuals included in the data sets without obtaining advance written authorization from the Board.
4. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Confidential Data to comply with all applicable provisions of this DPA with respect to the Confidential Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Confidential Data pursuant to the Service Agreement.
5. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Confidential Data or any portion thereof, including without limitation, user content or other nonpublic information and/or personally identifiable information contained in the Confidential Data other than as required by law or court order. If Provider becomes legally compelled to disclose any Confidential Data (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), then Provider shall use all reasonable efforts to provide the Board with prior notice before disclosure so that the Board may seek a protective order or other appropriate remedy to present the disclosure or to ensure the Board's compliance with the confidentiality requirements of federal or state law. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Confidential Data to any third party.
6. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Confidential Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the Board or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive Learning purpose and for customized student Learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by the Board to return or destroy Confidential Data. Provider may use, disclose, and transfer De-Identified Data to its affiliates, contractors, service providers, and other third parties for lawful business purposes, including analytics, benchmarking, research, product improvement, and demonstrating the effectiveness of the Services, provided that such De-Identified Data does not identify the Board or any individual and that no recipient may attempt to re-identify such data. Notwithstanding the foregoing, Provider shall obtain the Board's

prior written approval before publicly naming the Board in any publication, case study, or marketing material.

7. **Disposition of Data.** Upon written request from the Board, Provider shall dispose of or provide a mechanism for the Board to transfer Confidential Data obtained under the Service Agreement in a usable format, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the Board is received to return the data in a usable format, Provider shall dispose of all Confidential Data after providing the Board with reasonable prior notice. The duty to dispose of Confidential Data shall not extend to Confidential Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The JCPS may employ a **“Directive for Disposition of Data”** form, a copy of which is attached hereto as **Exhibit “D”**. If the JCPS and Provider employ **Exhibit “D”**, no further written request or notice is required on the part of either party prior to the disposition of Confidential Data described in **Exhibit “D”**.
8. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Confidential Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Board. This section does not prohibit Provider from using Confidential Data (i) for adaptive Learning or customized student Learning (including generating personalized Learning recommendations); or (ii) to make product recommendations to teachers or JCPS employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Data as permitted in this DPA and its accompanying exhibits.
9. **Liability.** Provider shall be responsible for third-party claims, losses, damages, costs, and reasonable attorneys’ fees to the extent directly arising from Provider’s breach of this DPA or Provider’s negligent, grossly negligent, willful, or unauthorized release of personally identifiable student, parent, or staff data. Provider shall have no liability to the extent any such claim, loss, damage, cost, or expense arises from or is attributable to (i) the Board’s negligence, misconduct, or breach of this DPA or applicable law, (ii) the acts or omissions of the Board’s employees, agents, contractors, students, parents, or other users authorized by the Board, including misuse of the Services, compromised credentials, or unauthorized access originating from the Board’s systems or personnel, or (iii) Provider’s compliance with the Board’s written instructions. In no event shall either party be liable to the other for any indirect, incidental, special, punitive, exemplary, or consequential damages arising out of or relating to this DPA. Provider’s aggregate liability arising out of or relating to this DPA shall not exceed the amounts paid or payable to Provider under this DPA and the applicable Service Agreement during the twelve (12) months preceding the event giving rise to the claim; provided, however, that this limitation shall not apply to Provider’s fraud, willful misconduct, or intentional unauthorized disclosure of Confidential Data. The provisions of this Section shall survive the termination or expiration of this DPA.

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Confidential Data shall be stored within the United States. Upon request of the Board, Provider will provide a list of the locations where Confidential Data is stored.

2. **Audits.** No more than once in any twelve (12) month period, except following a confirmed unauthorized access incident involving Board Confidential Data or as required by a governmental authority with jurisdiction, and upon receipt of a written request from the Board with at least ten (10) business days' prior notice and execution of an appropriate confidentiality agreement, Provider shall allow the Board to review or audit Provider's security and privacy measures solely as they relate to Provider's processing of Board Confidential Data under this DPA. Any such audit shall be conducted during normal business hours, in a manner designed to avoid unreasonable disruption of Provider's business operations, and shall be limited to systems, facilities, personnel, and records directly relevant to Provider's compliance with this DPA as it pertains to Board Confidential Data. Provider may satisfy such obligations by providing current third-party audit reports, certifications, or security summaries where appropriate. The Board shall bear the cost of any such audit unless the audit establishes a material breach of this DPA by Provider. Provider shall not be required to disclose source code, information relating to other customers, or trade secrets except to the extent strictly necessary and subject to Provider's reasonable confidentiality and security safeguards.
  
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Confidential Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the standards set forth in **Exhibit "E"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "E"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who the Board may contact if there are any data security concerns or questions. Additionally, The Provider agrees to maintain a minimum-security standard including but limited to the following precautions and protections:
  - a) Encrypting all data, at rest and in transit;
  - b) Maintaining multi-factor authentication on accounts that can access the network or email remotely, including 3rd party accounts;
  - c) Securing access to any physical areas/electronic devices where sensitive data are stored;
  - d) Establishing and enforcing well-defined data privilege rights which follow the rule of least privilege and restrict users' access to the data necessary for this to perform their job functions;
  - e) Ensuring all staff and 3rd parties sign a nondisclosure statement, and maintaining copies of the signed statements;
  - f) Installing end-point protection including but not limited to anti-malware and anti-spyware on any device connected to the network that has access to scoped data, when applicable
  
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Confidential Data that compromises the security, confidentiality or integrity of the Confidential Data maintained by the Provider the Provider shall provide notification to the Board within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Any initial notice may be based on information then reasonably available to Provider and may be supplemented in writing as additional relevant information is developed through Provider's investigation. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - i. The name and contact information of the individual reporting a breach subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Confidential Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Data or any portion thereof, including personally identifiable information and agrees to provide the Board, upon request, with a summary of said written incident response plan.
- (4) The Board shall provide notice and facts surrounding the breach to the affected students, parents or guardians, or staff, as applicable.
- (5) In the event of a breach originating from the Board's use of the Service, Provider shall cooperate with the Board to the extent necessary to expeditiously secure Confidential Data.

**5. Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act.** If Provider receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. (the "Act"), Provider shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:

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

- i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
  - ii. A Social Security number;
  - iii. A taxpayer identification number that incorporates a Social Security number;
  - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
  - v. A passport number or other identification number issued by the United States government; or
  - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
- b. As provided in KRS 61.931(5), a "non-affiliated third party" means any person or entity that has a contract or agreement with an agency and receives (accesses, collects or maintains) personal information from the agency pursuant to the contract or agreement.
  - c. Provider shall not re-disclose, without the written consent of JCPS, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
  - d. Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
  - e. Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

**6. Cloud Computing Service Providers.** If Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Provider agrees that:

Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. Provider shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."

Pursuant to KRS 365.734(2), Provider shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734(2), Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734(3), Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).

**ARTICLE VI: MISCELLANEOUS**

1. **Termination.** Either party may terminate this DPA if the other party breaches any terms of this DPA, provided however, the breaching party shall have thirty (30) days to cure such breach and this DPA shall remain in force. The Board may terminate this DPA in whole or in part for convenience upon sixty (60) days' prior written notice to Provider; provided, however, that the Board shall remain responsible for payment of all undisputed fees for Services performed through the effective date of termination, together with any non-cancellable, committed, accrued, or prepaid amounts owed under any then-current Service Agreement, purchase order, or subscription term, except to the extent the termination results from Provider's uncured material breach of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of JCPS's Confidential Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Confidential Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence.
4. **Modification.** No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.
5. **Disputes.** Any differences or disagreements arising between the Parties concerning the rights or liabilities under this DPA, or any modifying instrument entered into pursuant to this DPA, shall be resolved through the procedures set out in the Regulations.
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or certified mail, sent to the designated representatives below.

The designated representative for the Board for this DPA is:

Name: Eric Satterly

Title: Chief Information Officer

Address: 3332 Newburg Road, Louisville, KY 40218

Phone: 502-485-3485

Email:eric.satterly@jefferson.kyschools.us

The designated representative for the Provider for this DPA is:

Name: Daniel Shpoin

Title: Founder

Address: 2302 Avenue U #290348, Brooklyn, NY 11229

Phone: (866) 800-0679

Email: [daniel@charflow.io](mailto:daniel@charflow.io)

7. **Amendment and Waiver.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
8. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
9. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR JEFFERSON COUNTY KENTUCKY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
10. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the Board no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Confidential Data within the Service Agreement. The Board may terminate this DPA in connection with such transaction only if the successor fails to assume in writing the Provider's obligations under this DPA or if the transaction creates a material and demonstrable legal or security risk to the Board that is identified in written notice and not cured within thirty (30) days after such notice.
11. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Confidential Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Confidential Data and/or any portion thereof.

12. **Relationship of Parties.** The Board is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor the Board shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.
13. **Equal Opportunity.** During the performance of this DPA, Provider agrees that Provider shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Compensation is paid from federal funds, this DPA is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this DPA as if set forth in full herein.
14. **Prohibition on Conflicts of Interest.** It shall be a breach of this DPA for Provider to commit any act which is a violation of Article XI of the Regulations entitled “Ethics and Standards of Conduct,” or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.
15. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to Provider for the duration of this DPA and shall reveal any final determination of a violation by the Provider of the preceding KRS chapters.
16. **Access to School Grounds.** No employee or agent of Provider shall access the Board’s school grounds on a regularly scheduled or continuing basis for purposes of providing services to students under this DPA.

IN WITNESS WHEREOF, The Board and Provider execute this DPA as of the Effective Date above.

**BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Dr. Brian Yearwood

Title/Position: Superintendent

[Insert Name of Provider] **ChartFlow LLC**

By: \_\_\_\_\_ Date: **05.01.26**

Printed Name: **Daniel Shporin**

Title/Position: **Founder**

**EXHIBIT "A"****DESCRIPTION OF SERVICES**

Provider shall provide access to Provider's web-based educational electronic health record platform currently offered through [www.chartflow.io](http://www.chartflow.io) (the "Platform") for use in the Board's high school educational program(s). The Platform is designed for educational and training purposes and allows students to practice clinical-style documentation, review case studies, administer medications in a simulated educational setting, and engage in related learning activities made available through the Platform.

The Services shall include:

- (i) up to **two hundred (200) student licenses**, each with a **two (2) year license term**; and
- (ii) reasonable implementation/setup services associated with onboarding the participating school(s) to the Platform.

Provider shall also provide standard support associated with the foregoing licenses in accordance with Provider's then-current support practices for the Platform.

**COMPENSATION**

Purchase orders shall be entered by each participating school. Funds for purchase shall come from individual school budgets. The compensation for the Services shall consist of: (i) approximately **two hundred (200) two-year student licenses**, and (ii) a **one-time implementation fee of \$2,500.00**, for a total contract amount not to exceed **\$11,500.00** per fiscal year, running from July 1 through June 30.

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (IOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Gender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (IOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
	Other demographic information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language Learner information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check If Used by Your System (Windows)	Check If Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check If Used by Your System (iOS)	Check If Used by Your System (Browser Based)	Check If Used by Your System (Other, please specify: _____)
	Specialized education services (IEP or 504)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Data	First and Last Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Email Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Staff ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other information – Please specify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program- student reads below grade level)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check If Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (IOS)	Check If Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
	Other student work data -Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
None	No Confidential Data collected at this time. Provider will immediately notify JCPS if this designation is no longer applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**EXHIBIT "C"**  
**DEFINITIONS**

**Compensation:** Amounts to be paid to the Provider in exchange for software licenses and support. The maximum amount of Compensation that may be paid under this DPA is set forth in Attachment A. The Board is not obligated to pay the maximum Compensation amount solely by its inclusion in this DPA. Compensation owed is determined by the purchase orders submitted to Provider. The cost for any single license or support provided under this DPA shall not exceed Provider's standard pricing for that product.

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with the Board to provide a service to the Board shall be considered an "operator" for the purposes of this section.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Confidential Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Regulations:** ~~The Board Procurement Regulations, available on the JCPS website, as may be amended from time to time. The Board Procurement Regulations made available to Provider and in effect as of the Effective Date, as may thereafter be amended only to the extent such amendment is required by applicable law or is accepted by Provider in a signed writing.~~

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use

**EXHIBIT “C”**  
**DEFINITIONS**

**Compensation:** Amounts to be paid to the Provider in exchange for software licenses and support. The maximum amount of Compensation that may be paid under this DPA is set forth in Attachment A. The Board is not obligated to pay the maximum Compensation amount solely by its inclusion in this DPA. Compensation owed is determined by the purchase orders submitted to Provider. The cost for any single license or support provided under this DPA shall not exceed Provider’s standard pricing for that product.

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with the Board to provide a service to the Board shall be considered an “operator” for the purposes of this section.

**Provider:** For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Confidential Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

**Regulations:** The Board Procurement Regulations made available to Provider and in effect as of the Effective Date, as may thereafter be amended only to the extent such amendment is required by applicable law or is accepted by Provider in a signed writing.

**Student Generated Content:** The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use

and maintenance of Confidential Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Confidential Data:** Confidential Data includes any data, whether gathered by Provider or provided by the Board or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Confidential Data includes Meta Data. Confidential Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Confidential Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Confidential Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Confidential Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services. Notwithstanding the foregoing, Confidential Data shall be limited to the categories of data actually disclosed by the Board to Provider, or actually collected by Provider on the Board's behalf, in connection with the Services and specifically identified in Exhibit "B," and shall not include Provider's own internal system data, telemetry, logs, analytics, performance data, or other usage information that does not identify a student, parent, guardian, or staff member.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Board or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Confidential Data.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Confidential Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Confidential Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT “D”**

**DIRECTIVE FOR DISPOSITION OF DATA**

The Board of Education of Jefferson County Kentucky directs Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between The Board and Provider. The terms of the Disposition are set forth below:

**1. Extent of Disposition**

\_\_\_\_\_ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

**[Insert categories of data here]**

\_\_\_\_\_ Disposition is Complete. Disposition extends to all categories of data.

**2. Nature of Disposition**

\_\_\_\_\_ Disposition shall be by destruction or deletion of data.

\_\_\_\_\_ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

**[Insert or attach special instructions]**

**3. Schedule of Disposition**

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

\_\_\_\_\_ By **[Insert Date]**

**Signature**

\_\_\_\_\_  
Authorized Representative of the Board

\_\_\_\_\_  
Date

**Verification of Disposition of Data**

\_\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_\_  
Date

**EXHIBIT “E”**

**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**

Provider will utilize one of the following known and credible cybersecurity frameworks which can protect digital learning ecosystems.

Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
	American Institute of CPAs	SOC2
	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
X	The Board of Education of Jefferson County	Board provided standardized questionnaire



# Master Service Agreement

ChartFlow, LLC

## PARTIES.

This Master Service Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between ChartFlow, LLC, a company located at 2302 Avenue U #290348 Brooklyn, NY 11229 (hereinafter referred to as the "Company"), and the party identified in the attached Service Level Agreement (hereinafter referred to as "you" or the "Customer"). Collectively, the Company and the Customer may be referred to as the "Parties" and individually as a "Party." This Agreement, together with the attached Service Level Agreement (hereinafter referred to as the "Service Level Agreement"), constitutes the entire understanding and agreement between the Parties with respect to the services described in the Service Level Agreement. It supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties regarding such services.

By agreeing to the Service Level Agreement, the Customer acknowledges and agrees to be bound by the terms and conditions set forth herein. The Customer further acknowledges that they have read and understood this Agreement and have had the opportunity to seek independent legal advice prior to entering into this Agreement. The terms and conditions contained in this Agreement shall become binding upon the Parties upon the execution of the Service Level Agreement by the Customer. The execution of the Service Level Agreement signifies the Customer's acceptance of these terms and conditions and the Customer's commitment to abide by them throughout the duration of the service engagement.

## TERMINATION.

**Term and Termination:** This Agreement shall commence on the Effective Date specified in the Service Level Agreement and remain in effect until terminated as provided below or upon completion of all obligations under the Service Level Agreement.

**Termination for Convenience:** Either Party may terminate this Agreement for any reason by providing thirty (30) days' prior written notice to the other Party. Termination under this provision shall not relieve either Party of obligations incurred prior to the effective date of termination.

**Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches any term of this Agreement and fails to remedy such breach within fifteen (15) days of receiving written notice specifying the breach. Material breaches include, but are not limited to, failure to pay fees when due, unauthorized disclosure of Confidential Information, or non-performance of obligations outlined in the Service Level Agreement.

**Mutual Termination:** The Parties may mutually agree in writing to terminate this Agreement at any time, specifying the terms of such termination.

**Effect of Termination:** Upon termination of this Agreement for any reason:

- The Customer shall promptly pay for all services rendered and reimbursable expenses incurred up to the effective date of termination.
- Service Provider shall deliver to the Customer all completed deliverables, subject to payment of all outstanding amounts.
- Each Party shall return or destroy all Confidential Information belonging to the other Party, in accordance with the Confidentiality and Non-Disclosure provisions of this Agreement.

Survival of Obligations: The provisions of this Agreement that by their nature extend beyond termination, including but not limited to Confidentiality and Non-Disclosure, Indemnification, Intellectual Property, and Governing Law, shall survive termination or expiration of this Agreement.

#### CONFIDENTIALITY AND NON-DISCLOSURE.

Proprietary Information: Both parties recognize that during the course of their engagement, Service Provider may disclose confidential and proprietary information, including but not limited to trade secrets, algorithms, technical specifications, documentation, and any other proprietary materials ("Proprietary Information"). Customer acknowledges that the Proprietary Information provided by Service Provider is valuable, confidential, and constitutes trade secrets.

Obligations of Confidentiality: Customer agrees to:

- Maintain the confidentiality of Service Provider's Proprietary Information with the same degree of care as it exercises in protecting its own confidential information of a similar nature, but in no event less than a reasonable standard of care.
- Use the Proprietary Information solely for the purpose of fulfilling its obligations under this Agreement.
- Not disclose, distribute, publish, or make available any Proprietary Information to any third party without the prior written consent of Service Provider, except as required by law or authorized in writing by Service Provider.

Protection of Proprietary Information: Customer shall implement and maintain appropriate technical, physical, and administrative safeguards to protect the confidentiality and integrity of Service Provider's Proprietary Information. This includes, but is not limited to, safeguarding against unauthorized access, use, disclosure, or alteration of the Proprietary Information.

Permitted Disclosure: Customer may disclose Service Provider's Proprietary Information to its employees, agents, or contractors on a "need-to-know" basis, provided that such individuals are bound by written obligations of confidentiality and are informed of the confidential and proprietary nature of the information.

Term of Confidentiality: The obligations of confidentiality shall continue during the term of this Agreement and thereafter for an indefinite period, as the Proprietary Information may remain valuable and confidential even after the termination or expiration of this Agreement.

**Return or Destruction of Proprietary Information:** Upon the request of Service Provider or upon termination or expiration of this Agreement, Customer shall promptly return or, at Service Provider's option, destroy all copies of Service Provider's Proprietary Information in its possession or control, including any copies, extracts, or derivatives thereof.

**Non-Disclosure of Agreement:** Both parties agree to keep the terms and conditions of this Agreement confidential, except to the extent necessary for the parties to enforce their rights or comply with legal obligations.

**Remedies:** Remedies: Customer acknowledges that any breach of this confidentiality provision or of the FERPA obligations in this Agreement may cause irreparable harm to Service Provider or to student data subjects for which monetary damages may be inadequate. In such cases, the non-breaching Party shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law.

## INTELLECTUAL PROPERTY.

**Ownership:** Service Provider shall retain all right, title, and interest in and to its proprietary software, technology, and intellectual property rights, including any modifications, enhancements, data, or derivative works thereof, developed or used in connection with the services provided under this Agreement ("Service Intellectual Property").

**Customer License:** Service Provider grants Customer a limited, non-exclusive, non-transferable license to use the Service Intellectual Property solely for the purpose of receiving and utilizing the services provided under this Agreement. This license does not grant Customer any ownership rights or rights to modify, reproduce, distribute, or create derivative works of the Service Intellectual Property.

**Customer-Owned Materials:** Customer retains all right, title, and interest in and to any materials, data, or information provided by Customer to Service Provider ("Customer-Owned Materials"). Customer hereby grants Service Provider a limited license to use the Customer-Owned Materials solely for the purpose of providing the services under this Agreement.

**Protection of Intellectual Property:** Both parties shall take reasonable measures to protect the other party's intellectual property rights. Customer agrees not to remove, alter, or obscure any copyright notices or proprietary markings on the Service Intellectual Property or other materials provided by Service Provider.

**Intellectual Property Infringement:** In the event that either party becomes aware of any actual or suspected infringement or unauthorized use of the other party's intellectual property rights, they shall promptly notify the other party. The parties shall cooperate in good faith to address and resolve such infringement or unauthorized use.

**Third-Party Intellectual Property:** Service Provider represents and warrants that the use of the Service Intellectual Property, as provided to Customer under this Agreement, does not infringe upon the intellectual property rights of any third party. Service Provider shall defend, indemnify, and hold Customer harmless from any claims, actions, or liabilities arising out of any alleged infringement of third-party intellectual property rights.

Confidentiality of Intellectual Property: The obligations of confidentiality and non-disclosure set forth in this Agreement shall apply to the confidential and proprietary nature of the Service Intellectual Property and Customer-Owned Materials, as well as any discussions, negotiations, or documentation related to intellectual property matters.

Survival: The provisions of this intellectual property provision shall survive the termination or expiration of this Agreement, ensuring the continued protection of the parties' intellectual property rights.

## INDEMNIFICATION.

Service Provider's Indemnification: Service Provider shall indemnify, defend, and hold Customer harmless from and against any and all claims, demands, suits, actions, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any third-party claim that alleges the Service Provider's technology, or intellectual property provided under this Agreement infringes upon any valid intellectual property rights of such third party.

Customer's Indemnification: **To the extent permitted by law** customer shall indemnify, defend, and hold Service Provider harmless from and against any and all claims, demands, suits, actions, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any third-party claim that arises from:

- Customer's use of any materials or data provided by Service Provider;
- Customer's breach of any representation, warranty, or obligation under this Agreement;
- Customer's violation of any applicable law or regulation.

### Indemnification Process:

- Prompt Notice: The indemnified party shall promptly notify the indemnifying party within 30 days, in writing of any claim, demand, suit, or action for which indemnification is sought ("Claim"), providing all available information relating to such Claim.
- Defense and Control: Upon receipt of the notice, the indemnifying party shall have the right to assume the defense and control of the Claim, at its own expense, with counsel reasonably acceptable to the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party in the defense of the Claim, including providing access to relevant records, information, and witnesses.
- Settlement: The indemnifying party shall not settle any Claim without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. If the indemnifying party desires to settle a Claim, it shall consult with the indemnified party in good faith and consider the indemnified party's reasonable input and interests.
- Mitigation: The indemnified party shall promptly take all reasonable steps to mitigate any damages related to the Claim and shall cooperate in good faith with the indemnifying party's efforts to defend the Claim. The indemnified party shall not make any admissions or statements that may adversely affect the defense of the Claim without the prior written consent of the indemnifying party.

- Expenses: The indemnifying party shall reimburse the indemnified party for all reasonable costs and expenses incurred in connection with the defense and settlement of the Claim, including attorneys' fees and court costs, provided that the indemnifying party's control of the defense has been accepted by the indemnified party in accordance with this provision.

Limitation of Liability: The indemnification obligations set forth in this provision shall be subject to the limitations of liability specified in the Limitation of Liability provision of this Agreement.

Survival: The provisions of this indemnification provision shall survive the termination or expiration of this Agreement, continuing to protect the parties from any claims arising out of the indemnification obligations.

#### YOUR DATA.

Ownership and Rights: The Customer retains all intellectual property rights over any data, content, or materials that the Customer or its users submit, upload, or provide through the Services ("Customer Data"). Customer Data also includes any outputs, calculations, or reports generated through the Customer's use of the Services. The Service Provider does not claim ownership of Customer Data.

License to Use Customer Data: The Customer grants the Service Provider a limited, non-exclusive, royalty-free, non-transferable, and non-sublicensable license to use, process, and store Customer Data solely for the purpose of providing the Services and as outlined in the Privacy Policy. This license is effective only for the duration of this Agreement.

Data Return and Deletion: Upon the Customer's written request, or upon the termination or expiration of this Agreement, the Service Provider will return a copy of the Customer Data in a standard electronic format. Upon the Customer's confirmation of receipt, the Service Provider will permanently delete all copies of the Customer Data from its systems in accordance with applicable data sanitization standards, such as NIST Guidelines for Media Sanitization (Special Publication 800-88, Rev. 1). In the event of termination or expiration of this Agreement, Service Provider agrees to provide reasonable transition assistance, at Customer's request and at then-current hourly rates, to facilitate the secure migration of Customer Data, including Educational Records, to a successor vendor or Customer-controlled system.

Employee Access and Training: Access to Customer Data shall be limited to ChartFlow personnel who have a legitimate business need to access such data in order to perform ChartFlow's obligations under this Agreement. All personnel accessing Customer Data shall be subject to written confidentiality obligations and shall receive periodic training on data protection, FERPA compliance, and secure data handling practices. ChartFlow shall maintain access logs and shall review access privileges on a regular basis.

Third-Party Access: A current list of subprocessors authorized to process Customer Data on behalf of the Service Provider is maintained in Exhibit A attached hereto. Service Provider may update Exhibit A from time to time upon written notice to Customer.

Data Protection: The Service Provider agrees to implement reasonable technical, administrative, and physical safeguards to protect the integrity and confidentiality of Customer Data and to comply with applicable data protection laws and regulations.

#### LIMITATIONS ON USE.

Prohibited Activities: The Customer agrees not to engage in any of the following activities with respect to the services provided under this Agreement (the “Services”):

1. Modification or Reverse Engineering: Modify, copy, create derivative works of, decompile, or reverse engineer the Services, except to the extent expressly authorized by the Service Provider.
2. Removal of Proprietary Notices: Remove, obscure, or alter any copyright, trademark, or other proprietary notices or legends displayed in or along with the Services.
3. Unauthorized Transfer or Mirroring: Transfer the Services to any third party or “mirror” the Services on any server or other device without prior written consent.
4. Service Abuse: Use the Services in a manner that disrupts or damages the Service Provider’s infrastructure, networks, or services, or any third-party infrastructure associated with the provision of the Services.
5. Illegal or Harmful Content: Use the Services to publish, transmit, or store any harassing, indecent, obscene, unlawful, fraudulent, or otherwise harmful content or materials.
6. Violation of Laws: Use the Services in violation of any applicable laws, regulations, or third-party rights, including but not limited to intellectual property or privacy rights.
7. Spam or Unauthorized Marketing: Use the Services to send unauthorized advertising, promotional materials, or spam.
8. Unauthorized Access or Interference: Attempt to gain unauthorized access to the Services or related systems, interfere with the normal operation of the Services, or circumvent any security measures employed by the Service Provider.

Service Provider affirms that it will not build or improve any product or service based on aggregated or anonymized Educational Records without express written consent from the Customer. Service Provider further agrees not to use de-identified student data for internal development, benchmarking, or marketing purposes.

The Service Provider reserves the right to suspend or terminate access to the Services if the Customer violates any of the restrictions set forth herein.

#### FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).

School Official Designation and FERPA Compliance: To the extent Customer discloses personally identifiable information from education records, as defined by the Family Educational Rights and Privacy Act (“FERPA”), to ChartFlow in connection with the services contemplated by this Agreement, the parties acknowledge and agree that ChartFlow shall be considered a “school

official” under FERPA. ChartFlow shall have a legitimate educational interest in such records for the limited purpose of fulfilling its obligations under this Agreement and providing the services contemplated herein. ChartFlow represents and warrants that it understands and will comply with all applicable obligations under FERPA and shall not use or redisclose any education records except as permitted under FERPA or as expressly authorized in writing by Customer.

**Ownership and Limitations on Use of Data:** Customer retains all rights, title, and interest in and to all data provided to ChartFlow or otherwise made available through Customer’s use of the services, including but not limited to education records, student data, metadata, content, user data, and all personally identifiable information therein (collectively, “Customer Data”). ChartFlow does not and shall not claim any ownership in Customer Data and shall not use, disclose, retain, combine, or aggregate such data for any purpose other than to perform its obligations under this Agreement. Without limitation, ChartFlow shall not use Customer Data for marketing, advertising, analytics, benchmarking, profiling, research, development, or to improve or develop any product or service, whether for itself or for any third party.

**Data De-identification and Re-identification Prohibition:** To the extent ChartFlow receives data that is not necessary in personally identifiable form for the performance of services, ChartFlow shall take reasonable steps to de-identify such data in accordance with applicable law and best practices. ChartFlow shall not attempt to re-identify any de-identified data or permit any employee, agent, or subcontractor to do so. ChartFlow further agrees that it will not use de-identified Customer Data for any purpose other than as necessary to comply with this Agreement or as expressly authorized by Customer in writing.

**Subprocessors and Third-Party Access:** ChartFlow shall not permit any subcontractor, affiliate, or third-party service provider (collectively, “Subprocessors”) to access Customer Data without Customer’s prior written consent, which may be withheld in Customer’s sole discretion. Where consent is granted, ChartFlow shall enter into a written agreement with each such Subprocessor that imposes obligations of confidentiality, security, and data protection that are at least as protective as those contained in this Agreement. Customer Data shall not be transferred, accessed, processed, or stored outside of the United States without the express prior written authorization of Customer.

**Return and Secure Destruction of Data:** Upon the earlier of Customer’s written request or the termination or expiration of this Agreement, ChartFlow shall, at Customer’s election, return all Customer Data in a mutually agreed-upon format or securely and permanently destroy such data, including all copies, backups, and archived versions in its possession or control. Destruction shall be carried out in accordance with the National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization (SP 800-88 Rev. 1), and ChartFlow shall provide written certification of such destruction upon request. This obligation shall survive the termination of this Agreement and shall extend to all Subprocessors.

**Customer Access to Data:** ChartFlow shall make all Customer Data in its possession or control available to Customer upon request, in a timely and commercially reasonable manner, and at no

additional cost. ChartFlow shall not assert any lien or claim over Customer Data or restrict Customer's access to its data for any reason.

**Data Subject and Legal Requests:** If ChartFlow receives any request from an individual or data subject exercising legal rights under applicable privacy laws—including requests to access, delete, correct, or restrict processing of their personal information—ChartFlow shall immediately notify Customer and defer any substantive response to Customer, unless otherwise required by law. In the event ChartFlow receives a subpoena, court order, or other legal demand requesting access to Customer Data, it shall promptly notify Customer in writing (unless prohibited by law), provide a copy of the demand, and reasonably cooperate with Customer's efforts to challenge or limit such disclosure. ChartFlow shall only disclose the minimum amount of data required to comply with the legal obligation.

**Information Security Program:** ChartFlow shall implement and maintain a written, comprehensive information security program that includes administrative, technical, and physical safeguards designed to ensure the confidentiality, integrity, and availability of Customer Data, protect against anticipated threats or hazards, and prevent unauthorized access, acquisition, or use. Such safeguards shall be no less rigorous than those maintained by leading service providers in the education technology industry and shall comply with all applicable federal and state laws and regulations governing the handling of personally identifiable information and student data.

**Incident Response and Breach Notification:** In the event of any unauthorized access to, acquisition of, or disclosure of Customer Data or any other actual or suspected data security breach or Incident, ChartFlow shall notify Customer in writing within twenty-four (24) hours of becoming aware of the Incident and shall provide a detailed description of the breach, the types of data involved, and the remedial actions being taken. ChartFlow shall cooperate fully with Customer in its investigation, response, notification, and mitigation efforts. ChartFlow shall not make any public statements or notifications regarding the Incident without Customer's prior written consent unless otherwise required by law.

**Costs of Breach and Indemnification:** If any Incident arises from ChartFlow's or its Subprocessor's negligence, recklessness, or willful misconduct, ChartFlow shall bear the full cost of response and mitigation, including Customer's reasonable out-of-pocket expenses incurred for forensic investigation, legal compliance, notification of individuals, credit monitoring services, and public relations response. ChartFlow shall further indemnify and hold harmless Customer from and against any losses, claims, regulatory fines, penalties, or legal fees incurred in connection with such an Incident. These obligations are not subject to any limitation of liability contained elsewhere in this Agreement.

**Equitable Relief:** The Parties agree that any unauthorized use or disclosure of Customer Data by ChartFlow or its agents may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, Customer shall be entitled to seek injunctive relief, specific performance, or any other equitable remedy to enforce the terms of this section, without the necessity of posting bond or proving actual damages.

## REPRESENTATIONS AND WARRANTIES.

Service Provider's Representations and Warranties: Service Provider represents and warrants to Customer that:

- Authority: Service Provider has the full power and authority to enter into this Agreement and to perform its obligations hereunder.
- Compliance with Laws: The provision of services under this Agreement will comply with all applicable laws, regulations, and industry standards.
- Intellectual Property: The equipment, materials, and methodologies used by the Service Provider do not infringe upon any third-party intellectual property rights, and the Service Provider has the necessary rights or licenses to utilize such resources as required to perform the services.
- Professionalism and Skill: The services provided by Service Provider will be performed in a professional and workmanlike manner, using reasonable care, skill, and diligence.
- Conditional Guarantees: Subject to the terms and conditions outlined in this Agreement, the Service Provider guarantees the fulfillment of its service commitments, including adherence to specified packaging standards and timelines.

Customer's Representations and Warranties: Customer represents and warrants to Service Provider that:

- Authority: The Customer has the full power and authority to enter into this Agreement and to perform its obligations hereunder.
- Cooperation: The Customer shall cooperate with the Service Provider in good faith, providing all necessary information, access, and assistance to enable the Service Provider to perform its obligations under this Agreement.
- Compliance with Laws: The Customer's utilization of the services and any materials or data provided by the Customer will comply with all applicable laws, regulations, and industry standards.
- Correct and Accurate Information: The Customer shall provide accurate and correct information necessary for the Service Provider to perform its services effectively.
- Contact Information: The Customer shall provide all necessary contact information for themselves and their designated personnel to facilitate effective communication and service provision.

Disclaimer: Except as expressly provided in this Agreement, neither party makes any other representations or warranties, whether express or implied, including but not limited to any warranties of merchantability, fitness for a particular purpose, or non-infringement.

Notice of Breach: Each party shall promptly notify the other party in writing of any breach of its representations and warranties under this Agreement upon becoming aware of such breach.

Exclusive Remedies: The parties agree that the remedies set forth in this Agreement shall be the sole and exclusive remedies for any breach of representations and warranties.

## INSURANCE.

Service Provider's Insurance: Throughout the term of this Agreement, the Service Provider shall maintain and carry adequate and appropriate insurance coverage to protect against liabilities, losses, damages, claims, and expenses arising out of or in connection with the provision of services under this Agreement. The insurance coverage shall include, but not be limited to, the following types of insurance:

- **Commercial General Liability Insurance:** Coverage shall include, but is not limited to, Broad Form Contractual Liability, Broad Form Property Damage, Bodily Injury, Completed Operations, and Products Liability. Coverage limits shall be **not less than \$2,000,000 combined single limit** per occurrence and in the aggregate.
- **Professional Liability (Errors and Omissions) Insurance:** Coverage for claims arising from errors, omissions, negligence, or professional misconduct in the provision of services. This policy shall include coverage for risks of loss resulting from Security, Cyber, and Privacy Liabilities. Coverage limits shall be **not less than \$2,000,000 per claim and in the aggregate.**
- **Workers' Compensation and Employer's Liability Insurance:** Workers' Compensation Insurance with statutory limits as required by applicable law and Employer's Liability Insurance with limits of **not less than \$1,000,000** per occurrence.
- **Media, Advertising, and Cyber Liability Insurance:** Coverage for claims, losses, and expenses associated with the performance or non-performance of services, including liabilities resulting from media or advertising activities and cyber risks. Coverage limits shall be **not less than \$2,000,000 per claim and in the aggregate.**
- **Umbrella or Excess Liability Insurance:** Coverage in excess of the primary commercial general liability and employer's liability insurance policies, with a limit of **not less than \$5,000,000** per occurrence and in the aggregate.

Insurance Certificates: Each party shall provide the other party with certificates of insurance evidencing the above-mentioned insurance coverage upon request and on an annual basis, or as otherwise agreed between the parties. The certificates of insurance shall name the other party as an additional insured and shall provide for at least thirty (30) days' notice to the other party in the event of cancellation or material change to the insurance policies.

Compliance with Insurance Requirements: Each party shall comply with all terms, conditions, and requirements of the insurance policies, including the payment of premiums and deductibles. Each party shall promptly notify the other party in writing of any material changes, cancellations, or non-renewals of the insurance policies.

Waiver of Subrogation: To the extent permitted by applicable law, each party hereby waives any rights of subrogation against the other party's insurance carrier for any losses or damages covered under the insurance policies.

No Limitation of Liability: The insurance requirements set forth in this provision shall not limit or reduce either party's liability under this Agreement, including its indemnification obligations.

## DISPUTE RESOLUTION.

**Negotiation:** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement (a "Dispute"), the parties shall first attempt in good faith to resolve the Dispute amicably through negotiation. Either party may initiate the negotiation process by providing written notice to the other party, specifying the nature of the Dispute and the desired outcome.

**Mediation:** If the parties are unable to resolve the Dispute through negotiation within a reasonable period of time, either party may initiate mediation. The mediation shall be conducted in accordance with the rules and procedures of a mutually agreed-upon mediation provider. The mediator shall be selected by mutual agreement of the parties. The costs and fees associated with the mediation shall be shared equally by the parties unless otherwise agreed.

**Arbitration:** If the Dispute is not resolved through negotiation or mediation, the Dispute shall be finally resolved by binding arbitration in accordance with the rules and procedures of a recognized arbitration provider mutually agreed upon by the parties. The arbitration shall be conducted by a single arbitrator appointed in accordance with the rules of the chosen arbitration provider. The arbitrator's decision and award shall be final and binding on the parties and enforceable in any court of competent jurisdiction. The costs and fees associated with the arbitration, including the arbitrator's fees, shall be shared equally by the parties unless otherwise ordered by the arbitrator.

**Exception for Injunctive Relief:** Notwithstanding the above, either party may seek injunctive or other equitable relief from a court of competent jurisdiction to enforce the obligations under this Agreement or to prevent irreparable harm pending the resolution of the Dispute through negotiation, mediation, or arbitration.

## NON-SOLICITATION.

**Non-Solicitation Obligation:** During the term of this Agreement and for a period of two (2) years following its termination or expiration, the Customer agrees that it shall not, directly or indirectly, solicit or attempt to solicit any employee, contractor, consultant, or agent of the Service Provider for the purpose of hiring, engaging, or otherwise enticing them away from their employment or engagement with the Service Provider.

**Scope of Non-Solicitation:** The non-solicitation obligation shall include refraining from initiating or participating in any discussions, negotiations, or communications with the intent to recruit or solicit the employees, contractors, consultants, or agents of the Service Provider, whether by the Customer or on behalf of any other person or entity.

**Exceptions:** The non-solicitation obligation set forth in this provision shall not apply to the extent that the Customer receives the express written consent of the Service Provider for specific recruitment or solicitation activities.

**Reasonableness of Restrictions:** The Customer acknowledges and agrees that the duration of the non-solicitation obligation, set at two (2) years, is reasonable and necessary to protect the legitimate business interests of the Service Provider.

**Enforcement and Remedies:** In the event of a breach or threatened breach of the non-solicitation obligation, the Service Provider shall be entitled to seek injunctive relief, in addition to any other

remedies available at law or in equity, without the need to post a bond or other security. The prevailing party in any dispute relating to the enforcement of the non-solicitation obligation shall be entitled to recover its reasonable attorneys' fees and costs.

**Severability:** If any provision of this non-solicitation provision is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The parties shall make good faith efforts to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the intended economic and legal purpose of such provision.

**Survival:** The provisions of this non-solicitation provision shall survive the termination or expiration of this Agreement.

#### GOVERNING LAW.

*Choice of Law: THIS AGREEMENT AND ANY DISPUTES ARISING OUT OF OR RELATING TO IT ("DISPUTES") SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISIONS (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.*

*Exclusive Jurisdiction: The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Delaware, for the purpose of any suit, action, or other proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.*

*Consent to Jurisdiction: Each Party hereby irrevocably and unconditionally consents to the jurisdiction of such courts and waives any objection it may have to the laying of venue of any such suit, action, or proceeding brought in such courts.*

*Enforceability of Judgments: The Parties agree that a final judgment in any suit, action, or proceeding referred to in this Agreement shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.*

*Waiver of Immunity: To the extent that any Party has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit, or proceeding, or from the jurisdiction of any court or from set-off or any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution, or otherwise) with respect to itself or its property, each Party hereby irrevocably waives such immunity in respect of its obligations under this Agreement and the transactions contemplated hereby.*

#### ENTIRE AGREEMENT.

**Entire Agreement Clause:** This Agreement, including all its appendices and any subsequent Statement(s) of Work executed by the parties, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to such subject matter.

**Integration:** This Agreement represents the complete and final understanding between the parties and shall govern the rights, obligations, and responsibilities of the parties to the exclusion of any other terms or conditions, unless specifically incorporated by reference or as otherwise expressly agreed in writing by the parties.

**No Reliance on Oral Representations:** Each party acknowledges and agrees that, in entering into this Agreement, it has not relied on any oral or written representations or statements, other than those expressly set forth in this Agreement or its appendices.

**Amendments or Modifications:** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties. Any such amendment or modification shall be specifically identified as an amendment to this Agreement and shall expressly reference the provision(s) being modified.

**Electronic Signatures:** The parties agree that electronic signatures, whether digital or scanned, shall have the same legal effect as original signatures. This Agreement may be executed and delivered electronically, and the parties agree that the electronic signatures shall be binding and enforceable.

#### **FORCE MAJEURE.**

**Definition of Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" shall mean any event or circumstance beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, government regulations, natural disasters, strikes or labor disputes, power outages, telecommunications or internet disruptions, or any other event or circumstance that is beyond the reasonable control of the party affected thereby.

**Notice of Force Majeure:** The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence and expected duration of such event, providing reasonable details of the event and its anticipated impact on the performance of the affected party's obligations under this Agreement.

**Suspension of Obligations:** Upon the occurrence of a Force Majeure Event, the performance of the affected party's obligations under this Agreement shall be suspended to the extent and for the duration that such performance is prevented, delayed, or hindered by the Force Majeure Event.

**Mitigation Efforts:** The party affected by a Force Majeure Event shall use reasonable efforts to mitigate the effects of such event and to resume the performance of its obligations under this Agreement as soon as reasonably practicable.

**Termination Rights:** If a Force Majeure Event continues for a period of 15 days, either party shall have the right to terminate this Agreement by providing written notice to the other party. In such event, the termination shall be without penalty or further obligation, except for the payment of any amounts due for services rendered or expenses incurred prior to the termination.

No Liability for Force Majeure: Neither party shall be liable to the other party for any damages, losses, costs, or expenses incurred as a result of a Force Majeure Event, except for any payment obligations that arose prior to the occurrence of the Force Majeure Event.

Continuation of Agreement: In the event of a Force Majeure Event, this Agreement shall remain in full force and effect, except for the obligations affected by the Force Majeure Event, which shall be suspended as provided herein.

Good Faith Cooperation: The parties shall cooperate in good faith and use their reasonable efforts to minimize the impact of a Force Majeure Event and to fulfill their respective obligations under this Agreement to the extent reasonably practicable under the circumstances.

#### MODIFICATION.

Modification: This Agreement may only be modified or amended by a written agreement signed by both parties. No other course of conduct, course of dealing, or trade usage shall modify or amend this Agreement.

Notice of Modification: Any proposed modification or amendment to this Agreement shall be communicated in writing to the other party. The party proposing the modification shall provide a detailed description of the proposed changes and the rationale for the modification.

Mutual Agreement: Both parties shall engage in good faith discussions to evaluate and consider any proposed modifications or amendments to this Agreement. The parties shall work together to reach a mutually acceptable resolution.

#### ASSIGNMENT.

Assignment by Service Provider: The Service Provider may not assign or transfer this Agreement or any rights and obligations under this Agreement without the prior written consent of the Customer, which consent shall not be unreasonably withheld, conditioned, or delayed.

Assignment by Customer: The Customer may not assign or transfer this Agreement or any rights and obligations under this Agreement without the prior written consent of the Service Provider, which consent shall not be unreasonably withheld, conditioned, or delayed.

Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Notice of Assignment: In the event of an assignment or transfer permitted under this provision, the assigning party shall provide written notice to the other party, specifying the details of the assignment or transfer and the identity of the assignee or transferee.

Assumption of Obligations: Any assignee or transferee of the Service Provider shall assume and be bound by all the obligations and responsibilities of the Service Provider under this Agreement. The Service Provider shall remain liable for any obligations and responsibilities that arose prior to the assignment or transfer.

Prohibited Assignments: Any assignment or transfer of this Agreement or any rights and obligations under this Agreement in violation of this provision shall be null and void.

Change of Control: In the event of a change of control of the Customer, whether by merger, acquisition, or otherwise, the Customer shall promptly notify the Service Provider in writing. The Service Provider may, at its sole discretion, terminate this Agreement upon written notice to the Customer if the change of control is reasonably determined to materially affect the performance of the Service Provider's obligations under this Agreement.

#### SEVERABILITY.

Severability Clause: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

Modification of Invalid Provision: The parties agree that, to the extent possible, the court shall modify any invalid, illegal, or unenforceable provision to give it a valid and enforceable effect that is as similar as possible to the original intent of the provision.

Limited Effect of Invalidity: The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect or impair the validity, legality, or enforceability of the remaining provisions.

Severable Provisions: Each provision of this Agreement is severable from the others, and the invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the other provisions.

Good Faith Reformation: The parties agree to act in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the intended economic and legal purpose of such provision.

Preservation of Rights: The rights and remedies provided by this Agreement are cumulative and not exclusive, and the exercise of one right or remedy shall not preclude or waive the right to exercise any other rights or remedies available at law or in equity.

Survival: The provisions of this severability provision shall survive the termination or expiration of this Agreement.

#### WAIVER.

Waiver Clause: The failure of either party to enforce any provision of this Agreement or to exercise any rights or remedies hereunder shall not constitute a waiver of such provision, right, or remedy unless such waiver is explicitly stated in writing and signed by the waiving party.

No Implied Waiver: No waiver of any provision, right, or remedy under this Agreement shall be implied from any course of conduct or failure to enforce any rights or remedies, nor shall any waiver be effective unless it is expressly stated to be a waiver and is communicated to the other party in writing.

Limited Waiver: A waiver of any provision, right, or remedy under this Agreement shall only be effective for the specific instance and purpose for which it is given, and it shall not be construed as a waiver of any subsequent breach, default, or violation.

Continuing Rights: The rights and remedies of the parties under this Agreement shall be cumulative and not exclusive, and the exercise of one right or remedy shall not preclude or waive the right to exercise any other rights or remedies available at law or in equity.

Good Faith Waiver: Any waiver granted by a party shall be in good faith and shall not be interpreted as a waiver of any other provision, right, or remedy, whether similar or dissimilar, nor shall it prejudice the rights or remedies of the waiving party in any other respect.

Written Waivers: Any waiver under this provision must be in writing and signed by the party granting the waiver. No oral or implied waiver shall be valid or binding.

## HEADINGS.

Headings for Convenience: The headings and titles used in this Agreement are for convenience purposes only and shall not affect the interpretation or construction of this Agreement.

Reference Only: The headings are not intended to define, limit, or describe the scope or extent of any provision or the intent of the parties, but are used solely as a reference aid.

Inclusion of Content: The headings are included to facilitate ease of reference and organization of the Agreement, and each section, subsection, or provision shall be deemed to be contained within the appropriate heading.

No Reliance: The parties agree that no party shall rely on the headings as a definitive explanation or interpretation of the provisions contained in this Agreement.

## NOTICE.

Method of Notice: Any notice, communication, or other document required or permitted to be given under this Agreement shall be provided in writing and sent by email to the following addresses:

Customer: [Insert Customer's Email Address]

Service Provider: [Insert Service Provider's Email Address]

Either party may change its email address for notice purposes by providing written notice to the other party in accordance with this provision.

Deemed Receipt: Any notice sent by email shall be deemed received on the business day following the day it was sent, provided that no delivery failure or bounce-back notification is received by the sender. If a delivery failure or bounce-back notification is received, the notice shall not be deemed received unless and until it is successfully retransmitted.

Backup Method: In the event of a technical issue or unforeseen circumstances that prevent the sending or receipt of notices by email, the parties shall use their best efforts to promptly communicate the issue and agree on an alternative method of notice.

Required Notices: The following notices shall be deemed essential and require prompt attention:

- Termination or expiration notices;

- Notices of breach or default;
- Legal or regulatory notices affecting the performance of this Agreement;
- Change of contact information for notice purposes.

Language of Notices: All notices, communications, and documents provided under this Agreement shall be in the English language. Any translations of notices shall be for informational purposes only, and in the event of any discrepancy or conflict between the English version and any translation, the English version shall prevail.

Records of Notice: Each party shall maintain records of all notices sent and received under this Agreement for a period of at least 12 months, and upon request, shall provide copies of such records to the other party.

Severability: If any provision of this notice provision is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The parties shall make good faith efforts to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the intended economic and legal purpose of such provision.

Survival: The provisions of this notice provision shall survive the termination or expiration of this Agreement.

## COUNTERPARTS.

Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Electronic Signatures: The parties agree that electronic signatures, whether digital or scanned, shall have the same legal effect as original signatures. The counterparts may be executed and delivered electronically, and the parties agree that the electronic signatures shall be binding and enforceable.

Integration of Counterparts: The counterparts, when taken together, shall constitute the complete and final expression of the parties' agreement and understanding, superseding all prior negotiations, discussions, or agreements, whether written or oral, relating to the subject matter hereof.

Delivery of Counterparts: A party may deliver its executed counterpart of this Agreement by email, facsimile, or any other reliable electronic means, and such delivery shall have the same effect as if the original counterpart had been delivered.

Effectiveness of Counterparts: Each counterpart shall be deemed to be an original, and all counterparts together shall constitute one and the same agreement. The date of execution of this Agreement shall be deemed to be the date on which the last party executes its counterpart.

Binding Nature: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

## **Company**

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_  
Signature: Dr. Brian Yearwood  
Title: Superintendent  
Date: \_\_\_\_\_

# Exhibit A

ChartFlow, LLC

As of the Effective Date, the following subprocessors may process Customer Data on behalf of ChartFlow, LLC in connection with the services provided under this Agreement:

<b>Subprocessor</b>	<b>Purpose of Processing</b>	<b>Data Location</b>
Amazon Web Services (AWS)	Hosting and infrastructure services	United States
Elastic Cloud (Elasticsearch)	Search and log management services	United States
Datadog	Monitoring and observability	United States
EngageBay	Customer support and CRM communications	United States

This list may be updated by Service Provider with written notice to Customer. Customer may object to any new subprocessor within 15 days of notice if such objection is reasonable and based on material privacy or data protection concerns.

# Service Level Agreement

ChartFlow, LLC

## INTRODUCTION.

This Service Level Agreement ("SLA") is issued pursuant to the Master Services Agreement ("Agreement") between ChartFlow, LLC ("Service Provider") and the Board of Jefferson County Public School ("Customer"), effective as of May 13, 2026 (the "Effective Date"). This SLA outlines the specific services to be provided by the Service Provider, the deliverables, associated timelines, and the terms governing this engagement. The Service Provider is committed to delivering high-quality, customized solutions that align with the Customer's strategic objectives. The services described herein are designed to meet the Customer's requirements and ensure successful project outcomes through clear communication, efficient execution, and adherence to industry best practices. This SLA, together with the Master Services Agreement, constitutes the entire understanding between the Parties regarding the scope and delivery of the services described below. Any modifications to this SLA must be agreed upon in writing by both Parties.

## SCOPE OF SERVICES.

**Services Overview:** The Service Provider, ChartFlow, will provide a web-based Educational EHR platform ("Services") for use by instructors and students. The platform is designed to be accessible on any device with an internet connection and web browser, ensuring flexibility and usability across a range of devices including phones, tablets, and computers.

### Key Features and Functionality:

1. **Educational EHR Access:** The platform provides features tailored for educational use, including simulation environments for students to practice EHR management under instructor guidance.
2. **Multi-Device Compatibility:** ChartFlow is accessible through any internet-enabled device, allowing users to seamlessly switch between devices as needed.
3. **Instructor Accounts:** Instructors will receive complimentary accounts with full administrative access to manage student licenses, track performance, and oversee simulated environments.
4. **Student Licenses:** Licenses for students are available for purchase based on the pricing structure outlined below.
5. **Support Services:** The Service Provider will offer 24/7 support via email and text to ensure seamless operations and immediate issue resolution. Support can be accessed by visiting [help.chartflow.io](https://help.chartflow.io)

**Platform Access:** Instructors will be granted access to the platform at any time, including prior to the Effective Date. Student access will be enabled at any time following invoice issuance.

**Onboarding and Training:** Onboarding & Training is provided for instructors over Zoom. Service Provider will also deliver user guides and optional training materials for instructors to ensure efficient utilization of the platform.

Support and Maintenance: Continuous support for all licensed users, including troubleshooting, platform updates, and regular maintenance to ensure the system's reliability.

Ongoing Support: Support services will be available 24/7 upon the activation of the first account.

#### TERM.

Term: This Service Level Agreement shall commence on May 13, 2026 (the "Effective Date") and shall continue until May 12, 2028, or the completion of all deliverables, unless terminated earlier in accordance with the terms of the Master Service Agreement.

#### PAYMENT TERMS.

**Pricing Structure:** The Customer agrees to pay the Service Provider for student licenses according to the following pricing schedule, based on the selected license duration:

1. **3-Month License:** \$15 per student
2. **6-Month License:** \$20 per student
3. **12-Month License:** \$30 per student
4. **18-Month License:** \$45 per student
5. **24-Month License:** \$60 per student
6. **36-Month License:** \$65 per student

**Implementation Fee:** The Customer agrees to pay a one-time, non-refundable Implementation Fee of \$2,500 to cover initial setup, onboarding, and administrative costs associated with implementation and contracting. This fee will be included as part of the Customer's First Invoice.

**Payment Methods:** The Service Provider accepts payment through the following methods:

1. **Automated Clearing House (ACH):** Payments can be made electronically via ACH transfer.
2. **Check:** Payments can be mailed to 2302 Avenue U, #290348, Brooklyn, NY 11229
3. **Wire Transfer:** Customers opting for wire transfers will bear any associated banking fees.

**Invoicing and Payment Terms:** The Service Provider shall issue invoices upon execution of this Service Level Agreement or as otherwise agreed in writing. All payments are due within thirty (30) days of the invoice date, unless otherwise specified in the invoice or agreed in writing.

**Refunds and Adjustments:** Licenses are non-refundable once issued, except in the case of a documented error attributable to the Service Provider. Adjustments to pricing may be made if additional licenses are purchased or if there is a change in the number of students requiring licenses. Such adjustments will be reflected in a revised invoice.

**CHANGES TO SCOPE.**

Scope Adjustments: Either Party may propose changes to the scope of services, deliverables, or project timelines at any time during the engagement. Such changes may include additions, deletions, or modifications to the original project requirements as outlined in this SLA.

Change Request Process: To initiate a change, the requesting Party shall submit a written Change Request detailing:

- The proposed change and its rationale.
- Any adjustments to the deliverables, timelines, or resource requirements.
- The anticipated impact on costs or payment terms, if applicable.

Evaluation and Approval: Upon receipt of a Change Request, the Service Provider shall assess the feasibility, impact, and any associated costs or timeline adjustments. The Parties will collaborate in good faith to evaluate the proposed change. No changes shall take effect until both Parties have provided written approval.

Documentation: Approved changes shall be documented in a written amendment to this SLA or in a new SLA, as applicable. Each amendment or new SLA shall reference this SLA and form an integral part of the Agreement.

Impact on Costs and Timelines: Any approved changes that affect project costs or timelines shall result in corresponding adjustments to the payment terms or delivery schedule. These adjustments will be clearly outlined in the written amendment or new SLA.

Good Faith Cooperation: Both Parties agree to act in good faith and cooperate fully to address and implement any necessary changes to the Service Level Agreement.

By signing below, the Parties agree to the terms and conditions outlined in this Service Level Agreement, which is issued under the Master Services Agreement between the Service Provider and the Customer. This SLA, together with the Agreement, constitutes the entire understanding of the Parties regarding the services described herein.

**Service Provider**

By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer**

By: Dr. Brian Yearwood  
Signature: \_\_\_\_\_  
Title: Superintendent  
Date: \_\_\_\_\_