



**JESSE BACON, SUPERINTENDENT**  
ADRIENNE USHER, DEPUTY SUPERINTENDENT  
BRANDY HOWARD, CHIEF ACADEMIC OFFICER  
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent

FROM: Dr. Adrienne Usher, Deputy Superintendent  
Ms. Lisa Lewis, Director of Finance

DATE: June 3, 2026

RE: Droplet Renewal

Droplet is a platform designed to transition organizations to paperless operations by replacing manual PDF or paper-based processes with online forms and automated approval workflows, ultimately aiming to free up time for more important tasks, particularly in education. We have already utilized this platform form for key processes required by legislation and other processes in our policy and procedures. A few of those are the community facilities request form, consent for off-system traceable communication, request for advertising, mileage requests, out-of-state professional learning approvals, and school bus discipline referral. Based on the success of these forms and efficiencies that have been created, other departments have requested access to use the Droplet platform. In addition, several other school districts in the state of Kentucky are also using Droplet to create business and organizational efficiencies for students, staff, and the community overall. Droplet emphasizes its commitment to data security, safeguarding and encrypting data from submission to storage. Several departments within the organization have requested the use of Droplet to create more efficient processes related to paperwork via electronic means.

In collaboration with the finance director and other department directors, department funds (HR, Safe Schools, Communications, CIA, Finance, etc.) were re-allocated to the Business Support Fund for districtwide license which will be available to schools as well. This upgrade will allow us to continue our current forms and will not only allow our district to create unlimited forms, but also an integration with the google suite so that there is a seamless process between form completion and automatic google sheet tracking of documentation. The total cost of the agreement is \$42,160.00 and will be paid through the Business Support Fund. The agreement has been reviewed by Dinsmore & Shohl, LLC.

**OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE**

**BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION**

<b>INVOICE</b>	TA4854	<b>DATE</b>	Jul 1, 2026
<b>AMOUNT</b>	\$42,160.00	<b>TERMS</b>	Net 60
<b>STATUS</b>	SENT	<b>DUE</b>	Aug 30, 2026



**SHIPPING DETAILS**

**Address**

Bullitt County Schools  
 1040 Highway 44 East  
 Shepherdsville KY 40165  
 US

**FROM**

Droplet Solutions, Inc.  
 2701 N Thanksgiving Way  
 #100  
 Lehi, UT 84043  
 ar@droplet.io

**PAYMENT INSTRUCTIONS**

For paper checks, please mail to 2701 N Thanksgiving Way #100 Lehi, UT 84043

For ACH transfer, please use the information below:

Banc of California  
 Account Number: 7035392485  
 Routing Number: 122238200

**BILLING TO**

Bullitt County Schools  
 1040 Highway 44 East  
 Shepherdsville KY 40165  
 US

[Finance.Department@bullitt.kyschools.us](mailto:Finance.Department@bullitt.kyschools.us)  
[kim.lee@bullitt.kyschools.us](mailto:kim.lee@bullitt.kyschools.us)  
[adrienne.usher@bullitt.kyschools.us](mailto:adrienne.usher@bullitt.kyschools.us)

**Online payment**

**Pay now or notify**

**ACH**

Routing #: 122238200  
 Account #:  
 7035392485

**Check**

Droplet Solutions, Inc.  
 2701 N Thanksgiving  
 Way  
 #100  
 Lehi, UT 84043

Item	Quantity	Unit price	Amount
<b>Period Jul 1, 2026 – Jun 30, 2027</b>			
Droplet Plus – Unlimited	1	\$42,160.00	\$42,160.00
Subtotal			\$42,160.00
Sales tax			\$0.00
<b>Total</b>			<b>\$42,160.00</b>
Paid as of May 11, 2026			\$0.00
Balance			\$42,160.00

# SaaS Terms of Service

Subject to these SAAS TERMS OF SERVICE (this “*Agreement*”), Droplet Solutions, Inc., a Delaware corporation (“*Company*”, “*us*”, or “*we*”), will provide to you (“*Client*” or “*you*”) the services, add-ons, and subscription set forth in the contract proposal, statement of work, or online proposal process (as applicable, the “*Proposal*”) delivered by the Company or its authorized sales representative (our “*Services*”).

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCESS THE SERVICES OR COMPLETE YOUR ORDER AND SUBSCRIPTION PROCESS WITH THE COMPANY. BY CLICKING “ACCEPT” IN YOUR ONLINE PROPOSAL, YOU ARE AGREEING TO THE TERMS AND CONDITIONS BELOW.**

## 1. ACCESS TO THE SERVICES.

**1.1 Provision of Access.** The Services are provided by the Company to you as a cloud-based ‘*software-as-a-service*’ subscription, meaning that Client does not have (and will not generally receive) a license to download any aspect of the Services, except as expressly described in this Agreement. Subject to the terms and conditions of this Agreement, the Company hereby grants to Client, during the Services Period, a non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services, solely for use by Client and its Authorized Users (defined below). With respect to any Services that the Company chooses to provide through distribution of software that Client and its Authorized Users are required to download on their personal devices (such as computers or smartphones), the Company hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and revocable license to use such downloadable Services during the Services Period, conditioned on Client’s and its Authorized Users’ compliance with this Agreement.

For purposes of this Agreement, “*Authorized Users*” may include any of the following personnel who are authorized by Client to access the Services under the rights granted to Client pursuant to this Agreement: Client’s employees, staff, administrative team members, and personnel who are involved in HR, workflow management, or administrative processes supported by the Services.

**1.2 Availability.** During the Services Period, the Services will be generally available to Client and Authorized Users twenty-four (24) hours per day, seven (7) days per week, except during the following circumstances: (i) scheduled downtime for routine or other maintenance, which the Company will communicate to Client in advance; (ii) during any Services Freeze (described in Section 1.5); and (iii) during unforeseen Services disruptions that may reduce access uptime.

**1.3 Support Services.** Subject to any separate service level agreement between you and the Company, our Services include the following support services (the “*Support Services*”): (i) the Company will use commercially reasonable efforts during the Services Period to maintain the Services in a manner which minimizes material errors, defects, and interruptions to End Users and Client; (ii) the Company will provide reasonable assistance to Client and its Authorized Users in diagnosing and correcting errors and malfunctions of the Services; and (iii) the Company will maintain reasonable call, online chat, or email support staff during regular business hours to service requests, configuration or access errors, and other inquiries.

**1.4 Use Restrictions.** Client may use the Services only for Client’s and its Authorized Users’ internal business purposes and not for any commercialization by Client outside of the terms of this Agreement. In particular, you may not resell our Services to which you have access by means of this Agreement. In addition, Client will not, directly or indirectly, and will not permit any Authorized User to: (i) reverse engineer, decompile, copy, mirror, disassemble, or otherwise attempt to discover or reproduce the source

code, object code, documents, analysis, or underlying structure, features, or algorithms relevant to the Services; (ii) modify or create derivative works based on the Services or the tools and platforms we implement; (iii) build or create applications, programs, or services that are competitive with the Services or our online platforms; (iv) use the Services beyond any usage or access limitations set forth in this Agreement or the Proposal; or (v) use the Services in any manner that infringes or violates the intellectual property right or other right of any person, or otherwise violates applicable law.

**1.5 Monitoring; Services Freeze.** So long as the Company does not materially decrease the functionality of Services during the Services Period, the Company retains sole control over the operation, maintenance, provision, monitoring, and performance of the Services. In connection with the Company's monitoring activities set out in this Section, the Company may temporarily suspend all or any portion of Client's access to the Services (a "**Services Freeze**") if any of the following occur: (i) the Company reasonably determines that there is a threat or attack on any of the Services or the Company's intellectual property rights; (ii) Client's access to the Services disrupts or poses a security risk to the Company or any other customer of the Company; or (iii) Client breaches the terms of this Agreement (including failure to pay Service Fees). The Company agrees to use commercially reasonable efforts to provide advance written notice of any Services Freeze to Client and to provide updates regarding resumption of access to the Services following any Services Freeze. However, the Company will have no liability for Losses (defined below) that Client may incur as a result of a Service Suspension if such Losses are a result of actions or omissions taken by Client, or any Authorized Users in breach of this Agreement.

## **2. CLIENT RESPONSIBILITIES.**

**2.1 Client Account.** After completing the Proposal process, you and your Authorized Users will have access to the Services through the Company's online platforms and solutions, doing so through an administrative account and log-in credentials (the "**Client Account**"). Although the Company can assist with lost access information, Client is solely responsible for maintaining, retaining, and keeping confidential the Client Account information, including username and password (as well as security preferences selected by you on your account). If you lose access to or information concerning the Client Account, please contact the Company or your designated account representative for assistance.

**2.2 Responsibility for Authorized Users.** Client is responsible and liable for all uses of the Services resulting from access provided by Client to its Authorized Users, regardless of whether such access or use is permitted by or in violation of this Agreement. For avoidance of doubt, Client is responsible for all acts and omissions of Authorized Users that may infringe this Agreement. Client is responsible for making its Authorized Users aware of this Agreement's provisions to the extent the provisions apply to the Authorized Users access to the Services.

**2.3 Equipment Responsibilities.** Except with respect to technology configurations prepared by the Company in accordance with the Proposal (if any), Client is responsible for obtaining, maintaining, correcting, and securing the privacy of any equipment, computers, mobile phones, and other devices or hardware needed to connect to, access, or otherwise use the Services (collectively, "**Equipment**").

**2.4 Sharing of Client Data.** During the course of the Services, Client and Authorized Users may choose to voluntarily share and upload certain information, documents, or data to the Company and the Services to enjoy the full functionality of the Services and the solutions the Company offers for paperless workflows. For example, this data may include business emails or disclosures, hard-copy documents that will be uploaded to create online workstreams and processes, employment information of Client's staff, internal company data and trade secrets, or other operational data and documents relating to Client and Authorized Users, among other similar information (collectively, "**Client Data**"). The Company acknowledges that, as between the Company and Client, Client and its Authorized Users (for their Personal Data, as defined below) own all right, title, and interest, including all intellectual property and data privacy rights, in and to the Client Data. For purposes of the Services, Client grants the Company a limited right and license to use and hold Client Data to the extent necessary for the Company to perform

and support the Services. If any Client Data must be or is voluntarily shared by Client in connection with the Services, Client shall be solely responsible for lawfully collecting and establishing the legal basis for sharing with the Company all Client Data (including, without limitation, Personal Data included therein).

### **3. CONFIDENTIALITY; OWNERSHIP RIGHTS; DATA PRIVACY.**

**3.1 Confidentiality of Information.** Each party receiving information under this Agreement (the “*Receiving Party*”) understands that the party disclosing the information (the “*Disclosing Party*”) has disclosed as of the Effective Date (defined below) or may disclose confidential and non-public technical, proprietary, operational, or financial information relating to the Disclosing Party’s business, internal staff and personnel, clients and vendors, and services and products (collectively, the “*Confidential Information*”). For purposes of this Agreement, (i) Confidential Information of the Company includes non-public or proprietary information regarding features, functionality, and performance of the Services and its underlying systems; and (ii) Confidential Information of Client includes Client Data. Confidential Information of the Parties does not include information that, at the time of disclosure is: (A) in the public domain without breach of the terms of this Agreement; (B) known to the Receiving Party at the time of disclosure without breach of the terms of this Agreement; (C) rightfully obtained by the Receiving Party on a non-confidential basis; or (D) independently developed by the Receiving Party without breach of the terms of this Agreement.

(i) In connection with receipt of any Confidential Information, the Receiving Party acknowledges and agrees during the Services Period and any Renewal Period, and for so long as the Disclosing Party retains Confidential Information after its required destruction or return under this Section: (A) to take commercially reasonable precautions to protect the confidentiality and secure nature of all Confidential Information of the Disclosing Party; (B) not to use or divulge to any third person any such Confidential Information, except as permitted under the terms of this Agreement; and (C) to restrict disclosure to the Receiving Party’s employees, representatives, officers, staff, service providers, or other agents who have a reasonable need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement.

(ii) If the Receiving Party is required to disclose any Confidential Information in a judicial or other formal proceeding (including for audits from administrative parties), the Receiving Party will exercise best efforts to give the Disclosing Party advance notice before disclosing the Confidential Information in any proceeding and, to the extent permitted by applicable law, will seek to limit disclosures in the proceeding to the Confidential Information that is strictly necessary for the proceeding.

(iii) On the expiration or termination of this Agreement or upon the Disclosing Party’s earlier request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. The Company also retains the right to delete Client Data in accordance with Section 3.4 below.

**3.2 Ownership Rights.** The Company retains all rights not expressly granted to Client in this Agreement. In particular, the Company shall own and retain all right, title, and interest in and to: (i) the Services, all improvements, enhancements, or modifications thereto; (ii) any software, applications, inventions, features, or other technology developed in connection with the Services; (iii) any suggestions or feedback provided to the Company by Client; and (iv) all intellectual property or other applicable rights related to any of the foregoing.

**3.3 Use of Aggregated Data.** The Company retains the right to collect and analyze data and information related to Client’s, and the Company’s other customers’, use of the Services so long as the

Company uses the data in an aggregated and anonymized manner, as set out in this Section (the “**Aggregated Data**”). As between the Company and Client, all right, title, and interest in Aggregated Data—provided that it cannot identify Client, any Authorized User, or Client’s Confidential Information—belong to and are retained solely by the Company for support, enhancement, and provision of the Services.

### 3.4 Processing of Personal Data.

(i) **Company Obligations as Service Provider.** The Company agrees to collect and process Client Data (including Personal Data, as defined below) only as a service provider and processor acting on behalf of Client, who shall be the ultimate controller of all Client Data. This Agreement, absent a separate data processing agreement between the parties, will document Client’s written instructions for processing of Client Data and Personal Data. The Company will not directly or indirectly sell any Client Data or retain, use, or disclose any Client Data for any reason other than for the purpose of providing the Services.

(ii) **Definition of Personal Data.** For purposes of this Agreement, “**Personal Data**” means all personal data and information that (A) is defined as “personal data” or “personal information” under applicable data protection or consumer privacy laws and (B) is provided by Client to the Company (directly or indirectly) for processing, use, or storage as a part of the Company’s provision of the Services to Client and its Authorized Users.

(iii) **Security Measures.** The Company maintains industry standard technical and organizational measures to secure its systems and prevent unauthorized access to the Services and to protect Client Data (including Personal Data) against accidental loss, corruption, and Data Breaches (defined below). In the event of a Data Breach relating to Client Data, the Company will, consistent with and to the extent permitted by applicable law, notify Client of the Data Breach as soon as reasonably practicable, but no later than sixty (60) days, after the Company becomes aware of the Data Breach and implement an incident response plan. For purposes of this Agreement, a “**Data Breach**” means: (A) any unauthorized access to or disclosure of Client Data; and (B) any act or omission that materially compromises the security, confidentiality, or integrity of Client Data (including Personal Data) or the physical, technical, administrative, or organizational safeguards put in place by the Company with respect to the Client Data.

(iv) **Privacy and Risk Assessments.** The Company agrees to reasonably cooperate with Client in carrying out any privacy impact or risk assessment of the Services as is reasonable in light of the Personal Data that is being processed and as may be required under applicable data protection laws, so long as Client gives at least thirty (30) days prior written notice to Company of the assessment request.

(v) **Sub-processing and Subcontractors.** The Company will only subcontract or engage with subprocessors, subcontractors, and third-party service providers (each, a “**Subcontractor**”) for the strict purpose of processing Client Data or Personal Data in furtherance of the Services. For example, the Company may, in its discretion, elect to engage with a third party payment processor to assist with gathering Service Fees under this Agreement.

(vi) **Data Retention and Removal.** In general, the Company will retain Client Data until the earlier of: (A) the termination of this Agreement or (B) the date on which processing is no longer necessary for the purposes of either party performing its obligations in relation to this Agreement (in accordance with applicable law).

However, in the event that any Service Fees are not timely paid by Client under this Agreement, the Company will consider Client’s account and rights to access the Services under this Agreement either ‘*delinquent*’, ‘*suspended*’, or ‘*expired*’, depending on the length of time the

Service Fees are past due, as set forth in the table below. Once Client’s access to the Services has been *suspended* for sixty (60) days (i.e., after 120 days of failure to make applicable Service Fee payments), Client’s account and rights shall be deemed by the Company as *expired*. If Client’s rights and account remains in an *expired* state for thirty (30) additional days (consistent with the table below), the Company is no longer required to retain and may, at its election, return to you or delete any of your data from the Company’s platform that it holds in connection with providing the Services, including any Client Data or Personal Data. Additionally, you will not be allowed to access, download, or export any data created by the Company, or its applications or systems, in connection with the Services provided to you after the Company has complied with the past-due timelines set forth in this Section.

**Late Payment Timeline – Status of Client’s access to the Services**

<b>Days past due on Service Fees</b>	<b>Status of Client’s access rights</b>
30 days	<i>Delinquent</i>
60 days	<i>Suspended</i>
120 days	<i>Expired</i>
150 days	<i>Client Data may be deleted from Company systems.</i>

**4. SERVICE FEES & PAYMENT.**

**4.1 Implementation & Service Fees.** Client will pay the Company the one-time implementation fees and costs (collectively, “*Implementation Fees*”) and the general access, professional service, and subscription fees for the Services (collectively, the “*Service Fees*”) in accordance with the billing periods and payment schedule set forth in the Proposal. Any Service Fees for Renewal Periods will be set forth and agreed to in the Proposal (or a renewal thereof mutually agreed to by the parties).

**4.2 Changes to Service Fees.** To account for adjustments in the market and offering of the Services going forward, the Company reserves the right to annually increase the pricing of your Service Fees so long as the Company provides you with notice of the increase no later than sixty (60) days before the expiration of each successive year during the Services Period or the next Renewal Period.

**4.3 Late Fee.** Unpaid Implementation and Service Fees are subject to a late fee charge (a “*Late Fee*”) equal to the lesser of: (i) the annual rate of 12%, compounded monthly on the delinquent payments or (ii) the maximum lawful amount, on any outstanding unpaid balance for all delinquent amounts, together with all expenses of collection (as outlined in Section 9.5). The failure to timely make payments under this Agreement and your Proposal may also result in (A) a Services Freeze under Section 1.5 or (B) termination of the Services and this Agreement as set out in Section 5.2 below.

**4.4 Taxes.** Given the variable treatment of SaaS and other technology services throughout the United States, Client will be responsible for all taxes associated with Services other than U.S. taxes based on the Company’s net income.

**4.5 Fee Disputes.** If Client has any disputes, claims, or disagreements with respect to Implementation Fees, Service Fees, or Late Fees due and payable under this Agreement, you must promptly notify the Company within fifteen (15) days of your discovery of the dispute, claim, or disagreement. The Company will exercise reasonable efforts to investigate and, in the Company’s discretion, assist you in resolving the payment dispute.

**5. SERVICES PERIOD AND TERMINATION.**

**5.1 Services Period.** Subject to earlier termination as provided below, the Services period and term of this Agreement (the “*Services Period*”) begins on the launch or effective date set forth in Client’s Proposal (the “*Effective Date*”) and continues for the monthly, annual, or multi-year subscription timeframe described therein. Your Services Period will only renew for successive periods (each, a “*Renewal Period*”) if set forth and agreed to in the Proposal (or a later amendment or renewal thereof).

**5.2 Termination for Nonpayment.** In addition to any other express termination or suspension right set forth in this Agreement, the Company may terminate this Agreement, effective immediately on written notice to Client, if Client’s account remains in an *expired* condition for more than thirty (30) days (consistent with Section 3.4(vi) above).

**5.3 Mutual Termination for Cause.** Each of Client and the Company (the “*Non-Breaching Party*”) may terminate this Agreement, effective on written notice to the other party (the “*Breaching Party*”), if the Breaching Party materially breaches the terms of this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the Non-Breaching Party provides the Breaching Party with written notice of the alleged breach.

**5.4 Refund Procedure on Termination.** Except where this Agreement is terminated for cause by Client in accordance with Section 5.3 above, all orders and payments to the Company are final, nonrefundable, and non-creditable, once the Client has paid the Service Fees for the applicable Services Period or Renewal Period. If you are not satisfied with your Services or this Agreement, please email the Company (available at support@droplet.io), and a service or sales representative will assist you in processing any eligible refund request or payment dispute, if applicable, pursuant to the terms of this Agreement.

**5.5 Termination for Convenience by Client.** Client may terminate this Agreement at any time for any reason, effective upon thirty (30) days prior written notice to the Company. Termination under this Section 5.5 will not entitle Client to any refund, credit, or relief from payment obligations for the then-current Services Period or any Renewal Period, except as expressly set forth in Section 5.4 above.

## **6. LIMITED WARRANTY & DISCLAIMER.**

**6.1 Limited Warranty.** As of the Effective Date, the Company represents and warrants to Client that: (i) the Services will conform in all material respects with applicable laws; (ii) the Services do not infringe on or, to the knowledge of the Company, misappropriate the rights of any third party (intellectual, proprietary, or otherwise); and (iii) the Company owns (or has received necessary rights to use) the intellectual property and other rights necessary to provide the Services to Client.

**6.2 DISCLAIMER.** THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. THE COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS FROM USE OF THE SERVICES. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS” AND “AS ACCESSED” AND THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. CLIENT EXPRESSLY AGREES THAT ITS USE OF THE SERVICES ARE AT CLIENT’S SOLE DISCRETION AND ELECTION.

## **7. LIMITATION OF LIABILITY.**

IN NO EVENT WILL THE COMPANY BE LIABLE PURSUANT TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS OR TRAINING DELAYS, DIMINUTION IN VALUE OR LOST BUSINESS, STAFF COMPLAINTS, OR LOST PRODUCTION, REVENUES, OR

PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY NOT CAUSED BY THE COMPANY; OR (v) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR SUCH LOSSES WERE OTHERWISE FORESEEABLE TO THE PARTIES. IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNTS AND SERVICE FEES PAID AND AMOUNTS AND FEES ACCRUED BUT NOT YET PAID TO THE COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR LOSSES.

## **8. MISCELLANEOUS.**

**8.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**8.2 Assignment.** This Agreement is not assignable, transferable, or sublicensable by Client except with the Company's prior written consent, in light of the Services being offered and sold under terms unique to Client. The Company may transfer and assign, whether by operation of law, merger, direct assignment, or otherwise, any of its rights and obligations under this Agreement without consent of Client, so long as the assignment or change of control does not materially impact the rights of Client and its Authorized Users to continue to use the Services.

**8.3 Entire Agreement; Amendment.** This Agreement and policies of the Company incorporated herein are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the Services. All waivers, amendments, and modifications to this Agreement must be in writing and signed by both parties to be enforceable by the parties (except as expressly permitted hereunder, including with respect to Support Services changes described in Section 1.3).

**8.4 Governing Law.** This Agreement and the Services provided to Client are governed by the laws of the Commonwealth of Kentucky (without regard to its conflict of laws provisions), and Client agrees that any dispute shall be brought exclusively by the parties in the courts of competent jurisdiction located in Jefferson County, Kentucky, or in the United States District Court for the Western District of Kentucky. CLIENT EXPRESSLY WAIVES (i) ANY OBJECTION TO THE JURISDICTION OF SAID COURTS AND (ii), TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE OR CLAIM UNDER THIS AGREEMENT.

**8.5 Right to Fees (Limited).** If any Implementation Fees, Service Fees, Late Fees, or other amounts due and payable under this Agreement are referred by the Company to an attorney or third party debt collection agency for collection, Client agrees to be responsible for all collection costs, reasonable attorney's fees, court costs, and a collection fee as allowed by applicable law (including, without limitation, Utah Code § 12-1-11).

**8.6 Compliance with Laws.** Client and the Company shall materially comply with all applicable federal laws, regulations, and rules, that relate to their respective performance under this Agreement, including, without limitation, all export laws and applicable data privacy laws with respect to the Services.

**8.7 Updates to Online Agreement.** The Company may revise and update the online, linked version of this Agreement to implement changes and modifications from time to time in the Company's sole discretion. All changes and modifications are effective immediately when the Company posts them to the link under which this Agreement can be found; provided, however, the changes and modifications the

Company implements will only serve to bind Client to the extent: (i) Client is notified of the changes; and (ii) Client either consents to the changes or, alternatively, continues to use the Services after receipt of the Company's notice. Any changes or modifications to this Agreement under this Section will not apply retroactively.