



Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

May 5, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions for The Polar Cloud 3D with Kenton and Taylor Mill Elementary and Twenhofel Middle School for the 2026-2027 school year.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

The Polar Cloud software provides teachers access to check the status of their 3D printers, add/remove/edit projects, access time lapse video of prints, and access projects aligned with NGSS STEM standards in PLTW (Project Lead the Way) classes. The Polar Cloud software allows teachers to fully maximize the possibilities of the 3D printers.

FISCAL/BUDGETARY IMPACT:

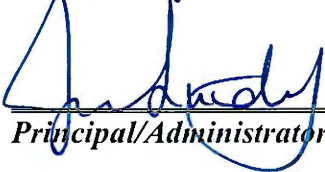
\$1,500 (School Instructional Funds-7000, Title I)

RECOMMENDATION:

Approve the contract and conditions for The Polar Cloud 3D with Kenton and Taylor Mill Elementary and Twenhofel Middle School for the 2026-2027 school year.

CONTACT PERSON:

Jena Smiddy


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

ESTIMATE

Polar3D Inc.
6102 Madison Rd
Cincinnati, OH 45227

accounting@polar3d.com
+1 (513) 706-6202
www.polar3d.com



Bill to
Kenton County Schools
1055 Eaton Drive
Ft. Wright, Kentucky 41017

Ship to
Kenton County Schools
1055 Eaton Drive
Ft. Wright, Kentucky 41017

Shipping info

Ship via: Digital delivery

Estimate details

Estimate no.: 35946
Estimate date: 05/06/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Renewal School Subscription - Legacy	1 Year License Renewal for Kenton Polar Cloud Annual License: digital learning platform for online 3D printing and STEM curriculum available 24/7 to all students, educators and staff.	1	\$500.00	\$500.00
2.	Renewal School Subscription - Legacy	1 Year License Renewal for Taylor Mill Polar Cloud Annual License: digital learning platform for online 3D printing and STEM curriculum available 24/7 to all students, educators and staff.	1	\$500.00	\$500.00
3.	Renewal School Subscription - Legacy	1 Year License Renewal for Twenhofel Middle Polar Cloud Annual License: digital learning platform for online 3D printing and STEM curriculum available 24/7 to all students, educators and staff.	1	\$500.00	\$500.00
Total					\$1,500.00

Note to customer

Please email your purchase order to accounting@polar3d.com

Thank You & Happy Printing!



THE KENTON COUNTY BOARD OF EDUCATION
1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017
TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531
WEBSITE: www.kenton.kyschools.us
Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

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

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

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

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

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

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

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

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

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

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 6I.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 6I.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

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

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

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

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

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

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

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

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

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

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

Polar3D Inc.

Vendor Name

6102 Madison Rd, Cincinnati, OH 45227

Vendor Address

513-235-5457

Vendor Telephone

513-235-5457

Vendor Email Address



Signature by Vendor's Authorized Representative

Van Morris

Print Name

05-08-2026

Date

Polar3D, Inc.

Terms of Service

Effective Date: March 13, 2026

These Terms of Service (“Terms”) govern your access to and use of the Polar Cloud platform and related services (“Services”) provided by Polar3D, Inc. (“Polar3D,” “we,” “our,” or “us”). By creating an account or using the Services, you agree to be bound by these Terms.

If you are using the Services on behalf of a school, district, or other organization, you represent that you have the authority to bind that organization, and references to “you” include that organization.

Topic	Quick Answer
Refund window	Full refund within 24 hours of initial purchase
Cancellation	Cancel anytime; stops future billing
Your content	You own it; we only use it to run the platform
Governing law	State of Ohio
Questions?	support@polar3d.com

1. About Polar Cloud

Polar Cloud is a cloud-based platform that enables users to manage and operate 3D printers, upload and process 3D models, utilize AI-powered design and generation tools, and collaborate in educational and shared environments. These Terms apply to all users, whether individual, institutional, or organizational.

2. Accounts

To use the Services, you must create an account. You agree to:

- Provide accurate, complete, and current registration information
- Maintain the security of your login credentials
- Promptly notify us of any unauthorized account access
- Accept responsibility for all activity that occurs under your account

Account sharing is not permitted except within features expressly designed for shared or institutional access (e.g., school printer queues). We reserve the right to suspend accounts that show signs of shared or unauthorized use.

3. Subscriptions and Billing

3.1 Available Plans

Polar3D offers the following subscription types:

Plan Type	Billing Cycle	Notes
Individual	Monthly or Annual	Self-serve via Polar Cloud
School / Institution	Annual (standard)	May include MSA overlay
Managed Services	Per agreement	Governed by separate contract

3.2 Billing

Subscriptions are billed in advance at the start of each billing period. Payments are processed by our third-party payment processor (currently Stripe). By subscribing, you authorize Polar3D to charge your payment method on a recurring basis.

3.3 Auto-Renewal

Your subscription will automatically renew at the end of each billing period at the then-current rate. We will provide reasonable advance notice before any price increase takes effect. To avoid renewal, you must cancel before the renewal date.

3.4 Price Changes

We may change subscription pricing with at least 30 days' advance notice. Continued use after a price change takes effect constitutes your acceptance of the new pricing.

3.5 Cancellation

You may cancel your subscription at any time through your account settings or by contacting support. Cancellation:

- Takes effect at the end of the current billing period
- Stops all future charges
- Does not retroactively refund prior charges (subject to Section 4 below)
- Preserves access to your content per our data retention practices

4. Refund Policy

Our Commitment

We want you to feel confident trying Polar Cloud. If a subscription isn't right for you, we make it easy to get a full refund within the first 24 hours — no questions asked.

4.1 24-Hour Full Refund Guarantee

If you request a refund within 24 hours of your initial subscription purchase (monthly or annual), we will issue a full refund. No explanation required.

To request a refund, email us at support@polar3d.com within the 24-hour window.

4.2 After 24 Hours

After the 24-hour window, fees are generally non-refundable, and we do not provide prorated refunds for unused time within a billing period. This applies to both monthly and annual subscriptions.

4.3 Exceptions

We may, at our sole discretion, issue refunds or credits outside the standard window in the following circumstances:

- A verified billing error (e.g., duplicate charge)
- A material service outage or technical failure that substantially prevented your use of the platform
- Other circumstances we determine warrant an exception

Exceptions are evaluated case-by-case. Requesting an exception does not guarantee a refund.

4.4 Renewal Charges

Refunds are not available for renewal charges after a subscription has renewed. If you did not intend to renew, please cancel before the renewal date. We recommend setting a calendar reminder ahead of your renewal.

5. Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Upload or generate content that is illegal, infringing, harmful, defamatory, or obscene
- Impersonate any person or entity or misrepresent your affiliation
- Attempt to gain unauthorized access to any system, account, or network connected to the Services
- Interfere with or disrupt the integrity or performance of the platform
- Reverse engineer, decompile, or attempt to extract source code from the platform
- Use the Services to transmit malware, spam, or other harmful content
- Resell or sublicense access to the Services without written authorization

We may suspend or permanently terminate accounts for violations of this section, at our sole discretion and without prior notice where circumstances require immediate action.

6. Your Content

6.1 You Own It

You retain full ownership of all content you upload, create, or generate using the Services, including 3D models, designs, and files ("User Content"). Polar3D does not claim any ownership rights over your content.

6.2 What We Use It For

By uploading or creating User Content, you grant Polar3D a limited, non-exclusive, royalty-free license solely to host, store, process, and display your content as necessary to operate the Services for you. We do not use your content for any other purpose without your consent.

6.3 Sharing Your Content Publicly

Polar Cloud gives you the choice to keep your content private to your account or make it publicly available to the Polar Cloud community. When you choose to make content public, you do so at your own discretion and that decision is yours alone.

Polar3D acts as a passive host and is not a party to any arrangement — formal or informal — between users regarding the use, reproduction, or commercialization of publicly shared designs. How other users interact with content you have made public is your responsibility, not ours. Polar3D bears no liability for third-party use of content you have chosen to share publicly.

6.4 Your Responsibility

You represent that you have all necessary rights to upload your User Content and that your content does not violate any third-party rights or applicable law. You are solely responsible for your content and its consequences.

7. AI-Powered Features

Polar Cloud includes tools that use artificial intelligence to assist with model generation, design suggestions, and related tasks. By using these features, you acknowledge:

- AI-generated outputs may not be unique and similar outputs may be produced for other users
- Outputs are provided as-is and may require review, validation, or modification before use in physical applications
- You are solely responsible for evaluating and using AI-generated content appropriately
- Polar3D does not warrant that AI outputs are accurate, complete, safe, or fit for any particular purpose

We are committed to responsible AI development and will update our AI practices in accordance with emerging standards. For questions about our AI features, email us at support@polar3d.com.

8. Educational Use

Polar3D serves a significant community of K–12 schools, districts, libraries, and educational institutions. The following provisions apply to institutional education customers:

- The institution (school, district, or organization) is responsible for managing user access and ensuring compliance with these Terms within its account
- Institutions must comply with applicable student data privacy laws, including FERPA and, where applicable, COPPA
- Where a separate Master Services Agreement (MSA) or Order Form exists, those documents govern in the event of any conflict with these Terms
- Polar3D will cooperate with institutions regarding data access, deletion, and privacy requests in accordance with applicable law

Note for Schools

If you are a school or district with specific data privacy requirements (FERPA, COPPA, state law), please contact us at support@polar3d.com to discuss a data processing addendum or MSA overlay.

9. Service Availability and Changes

We work hard to keep Polar Cloud reliable, but we do not guarantee uninterrupted service. We may:

- Perform scheduled or emergency maintenance (we will provide advance notice of scheduled maintenance where feasible)
- Modify, update, or discontinue features at any time
- Expand or restrict platform functionality as the product evolves

We will provide reasonable notice of any material changes that significantly affect core functionality. Minor feature adjustments may occur without notice.

10. Termination

10.1 By You

You may stop using the Services and close your account at any time. Closing your account cancels your subscription going forward; it does not trigger a retroactive refund except as provided in Section 4.

10.2 By Polar3D

We may suspend or terminate your access to the Services if:

- You materially breach these Terms
- Continuation of your access poses a risk to the platform, other users, or third parties
- We are required to do so by applicable law or court order

- Your account has been inactive for an extended period (we will provide advance notice where required)

Where circumstances allow, we will provide notice before termination. In cases of serious violations (e.g., illegal content, security threats), we may act immediately without notice.

10.3 Effect of Termination

Upon termination, your right to use the Services ceases. You may request an export of your User Content within 30 days of termination, after which we may delete it. Sections of these Terms that by their nature should survive will continue in effect.

11. Intellectual Property

All platform technology, software, algorithms, designs, trademarks, and non-user content are owned by Polar3D or its licensors. Nothing in these Terms transfers any Polar3D intellectual property rights to you.

You may not use Polar3D's name, logo, or trademarks without prior written permission, except to truthfully describe your use of the platform.

12. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POLAR3D EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that the Services will be error-free, secure, or continuously available, or that any defects will be corrected.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POLAR3D AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES.

IN ALL CASES, POLAR3D'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE AMOUNTS YOU HAVE PAID TO POLAR3D IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

Some jurisdictions do not allow limitations on implied warranties or exclusions of certain damages. If those laws apply to you, some of the above limitations may not apply.

14. Indemnification

You agree to defend, indemnify, and hold harmless Polar3D and its officers, directors, employees, and agents from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from:

- Your use of the Services in violation of these Terms
- Your User Content
- Your violation of any third-party rights
- Your violation of any applicable law or regulation

15. Privacy

Your privacy matters to us. Our Privacy Policy (available at polar3d.com/privacy) explains how we collect, use, and protect your information. By using the Services, you agree to the practices described in our Privacy Policy.

For educational users, our Privacy Policy and any applicable MSA or Data Processing Addendum govern the treatment of student data.

16. Governing Law and Disputes

These Terms are governed by the laws of the State of Ohio, without regard to conflict-of-law principles.

You agree that any dispute arising under these Terms will be resolved in the state or federal courts located in Ohio, and you consent to the personal jurisdiction of those courts.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm.

17. Updates to These Terms

We may update these Terms from time to time. When we make material changes, we will:

- Post the updated Terms on our website with a new effective date
- Notify active subscribers via email or in-product notice at least 14 days before changes take effect

Your continued use of the Services after the effective date of updated Terms constitutes your acceptance of the changes. If you do not agree to updated Terms, your remedy is to cancel your subscription before the effective date.

18. General Provisions

18.1 Entire Agreement

These Terms, together with any applicable Order Forms, MSAs, or Data Processing Addenda, constitute the entire agreement between you and Polar3D regarding the Services and supersede all prior agreements.

18.2 Severability

If any provision of these Terms is found to be unenforceable, that provision will be modified to the minimum extent necessary, and the remaining provisions will continue in full force.

18.3 Waiver

Our failure to enforce any right or provision does not constitute a waiver of that right or provision.

18.4 Assignment

You may not assign your rights under these Terms without our prior written consent. Polar3D may assign these Terms in connection with a merger, acquisition, or sale of assets.

18.5 Force Majeure

Neither party will be liable for delays or failures resulting from circumstances beyond their reasonable control, including natural disasters, government actions, or infrastructure failures.

Questions? Contact Us.

Polar3D, Inc.

support@polar3d.com

GOVERNING LAW AMENDMENT

Polar3D, Inc.
Polar Cloud Terms of Service

This Governing Law Amendment ("Amendment") is entered into by and between Polar3D, Inc. ("Polar3D") and Kenton County School District ("District").

WHEREAS, the District has requested a modification to the Governing Law and Disputes provision contained in Section 16 of the Polar Cloud Terms of Service;

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Section 16

Notwithstanding anything to the contrary in Section 16 of the Polar Cloud Terms of Service, the Terms of Service, as applied to the relationship between Polar3D and the District, shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Any legal action or proceeding arising from or relating to the Terms of Service shall be brought only in a court of competent jurisdiction within the Commonwealth of Kentucky, to the extent permitted by applicable law.

2. No Other Changes

Except as expressly modified by this Amendment, all provisions of the Polar Cloud Terms of Service remain unchanged and in full force and effect.

3. Order of Precedence

In the event of any conflict between this Amendment and the Polar Cloud Terms of Service, this Amendment shall control.

Accepted and Agreed:

POLAR3D, INC.

KENTON COUNTY SCHOOL DISTRICT

By: Vera Morris

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

