



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

DATE: July 14, 2026

RE: SCUTA Agreement

This request is for renewal of the SCUTA licensing agreement with zLabs for the 2026–2027 school year. SCUTA is a secure, web-based school counseling management platform that enables counselors to document services, manage student caseloads, track interventions, and generate reports that support comprehensive school counseling programs and data-driven decision-making. The agreement cost is \$9,670.05 which will be paid out of the Curriculum, Instruction and Assessment budget. This agreement has been reviewed and approved by Dinsmore and Shohl, LLP. Approval is requested for the SCUTA licensing agreement.

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

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

ADDENDUM TO TERMS OF USE

This Addendum ("Addendum") is entered into and effective as of the date of the last signature below (the "Addendum Effective Date"), by and between ZLabs Inc., a Pennsylvania corporation and provider of the SCUTA platform ("SCUTA"), and Bullitt County Public Schools, a school district located in the Commonwealth of Kentucky (the "District") (each a "Party" and together, the "Parties").

WHEREAS, the Parties are entering into an agreement for services quoted in the attached Exhibit A (Quote #41789 for Bullitt County Public Schools), dated for the school year 2026-2027 (the "Agreement"); and

WHEREAS, as part of the Agreement, the Parties desire to amend SCUTA's Terms of Use found at <https://www.myscuta.com/terms-of-use> (the "Terms of Use").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AMENDMENT TO RELEASE AND INDEMNITY. Effective as of the Addendum Effective Date, the Release and Indemnity Section of the Terms of Use is hereby deleted in its entirety and replaced with the following:

(a) No District Indemnification. District shall have no obligation to indemnify, defend, or hold harmless SCUTA or any other party. Nothing herein waives any immunity or defense available to District under Kentucky law.

(b) Responsibility for Own Acts. Each Party is responsible for the acts and omissions of its own officers, employees, and agents, and assumes no liability for those of the other Party.

(c) Limitation of Liability. Neither Party shall be liable for indirect, incidental, consequential, or punitive damages, including lost profits or data. Except for gross negligence or willful misconduct, each Party's total liability under the Agreement shall not exceed the fees paid or payable by District in the twelve (12) months preceding the claim.

2. AMENDMENT TO JURISDICTION. Effective as of the Addendum Effective Date, the Jurisdiction Section of the Terms of Use is hereby amended by replacing the reference to the State of Delaware with the Commonwealth of Kentucky.

3. NO OTHER AMENDMENTS. Except as expressly amended by this Addendum, the Terms of Use remains in full force and effect. All other terms, conditions, rights, duties, and obligations of the Parties under the Agreement and the Terms of Use remain unchanged and unmodified. This Addendum, the Agreement, and the Terms of Use shall be read together as one integrated agreement. In the event of any conflict, this Addendum shall control over the Terms of Use and the Agreement.

4. AUTHORITY TO EXECUTE. Each signatory hereto represents and warrants that he or she has the proper authority to execute this Addendum and bind his or her entity to the terms and conditions thereof.

5. ENTIRE ADDENDUM. This Addendum constitutes the entire agreement of the Parties with respect to the amendments described herein and supersedes any prior or contemporaneous discussions, negotiations, correspondence, or understandings relating to such amendments.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Addendum Effective Date.

BULLITT COUNTY PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

ZLABS INC.

By: _____

Name: _____

Title: _____

Date: _____