

Montana Data Privacy Agreement For use with vendors providing student record management services and online applications utilized to deliver services to students.

I. PARTIES:

The parties to this Agreement are the Lockwood School District (hereinafter "District") and Omega Labs Inc. dba Boom Learning (hereinafter "Contractor" or "Contractor").

II. PURPOSE:

District retains Contractor to provide the following services on behalf of the District: Provide a cloud-based platform for the making of digital instructional materials (Boom Cards) and a system for storing said materials, and assigning and recording pupil performance thereon. Contractor shall be free from control and direction over the performance of the services, both under this Agreement and in fact. Except as limited herein, Contractor shall have and exercise full professional discretion as to the details of performance.

III. TERM OF AGREEMENT, NON-EXCLUSIVITY:

This Agreement shall begin on the date of signature and shall run for 3 three years shall expire on June 30, 2023, unless terminated earlier by mutual agreement of the parties. Contractor shall have no expectation of renewal of this Agreement. This Agreement is non-exclusive, meaning that both Contractor and District may contract with any other party for the procurement or provision of investigative services without interference. This agreement supplements Contractor's standard Terms of Service and Privacy Policy and this agreement's terms will prevail in the event of a conflict.

party. The parties acknowledge that, as a public entity in the State of Montana, the School District and entities contracting with the School District must comply with the open records laws of the State.

I have read this Agreement, understand its terms, and agree to be bound thereby. DATED this 3rd day of November, 2020.

Mary E. Oemig

Mary Oemig, President

Date: 11/3/2020

Omega Labs Inc., Contractor

9805 NE 116th ST NE #7198

Kirkland WA 98034

+18339692666

<https://wow.boomlearning.com>

Date: ^{with} November 3, 2020, Board Chair Tim Sather
School District

ATTEST:

X [Signature]

Date: November 3, 2020 [Signature], District
X Clerk [Signature] School District

The Subscribing LEA and the Provider Omega Labs Inc., shall therefore be bound by the same terms of this DPA.

BY: Linda Filpula

Date: 8/18/2021

Printed Name: Linda Filpula

Title/Position: Superintendent

SCHOOL DISTRICT NAME: Laurel 7 & 7-70

DESIGNATED REPRESENTATIVE OF LEA:

Name Linda Filpula

Title Superintendent

Address 410 Colorado Ave. Laurel, Mt. 59044

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COUNTY OF LEA:

Yellowstone

