

**Solution Tree, Inc.  
Purchase Agreement**

Effective February 16, 2018, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Newport Independent Schools ("Customer") located at 301 E 8th St Newport, KY 41071 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$23,800.00
<b>Total</b>	<b>\$23,800.00</b>

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Onsite Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$4,760.00	Upon execution of Agreement
Onsite Professional Development	\$19,040.00	August 8, 2018

**3. Onsite Professional Development**

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Nicole Vagle ("Associate"), to disseminate information for Customer on the topic of *Design in Five Workshop* on August 8, 2018 to August 9, 2018, and *Design in Five* on August 10, 2018.
- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.
- 4. Resources:** Customer will purchase the following resources. Solution Tree will ship all resources after an invoice has been generated. Solution Tree will not ship any resources without a purchase order or full payment.

Title	Quantity	Price	Total
<i>Design in Five</i> Participant Binder	100	Included	Included
<i>Design in Five</i> book	100	Included	Included
Shipping and handling	--	--	Included
<b>Resources Total</b>			Included

## 5. General Terms

**5.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

**5.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

**5.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

**a. Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Onsite Professional Development Services.

**b. Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.solutiontree.com/customer-service/product-orders>.

**5.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

\_\_\_\_\_  
Amy Gilkison

\_\_\_\_\_  
Date

Chief Academic Officer  
Newport Independent Schools

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Ali Cummins  
Associate Director of Professional Development  
Solution Tree, Inc.

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Date

Please email this Agreement to Stacey Thomas at [Stacey.Thomas@SolutionTree.com](mailto:Stacey.Thomas@SolutionTree.com) or fax to 866.308.3135.

**Exhibit XX****Interactive Videoconferencing (IVC) Standards**

Solution Tree utilizes IVC equipment that meets or exceeds industry standards.

- H.264 SVC (Scalable Video Coding)—standard for video compression that enables video conferencing systems to achieve highly error resilient IP video transmission over the public Internet without quality of service enhanced lines. (Note: Older standards in use by legacy systems - H.261, H.263, H.263+, H.263++ [Natural Video])
- H.323—standard for multimedia (audio/video/data) transmission over IP in such a way as to avoid conflicts between vendors. (Note: Systems that use H.320 [standard for multimedia transmission over ISDN] require a gateway capable of interconnecting H.323 and H.320.)
- H.239—standard for role management which allows a device to indicate that one video stream is live video and one video stream is a presentation stream (dual stream).
- A T1 line or DSL/Cable modem for high speed Internet connection. Bandwidth 384 Kbps (at least 4 channels of a T1) or higher is recommended.
- Network and firewall must be configured properly (e.g., open ports [port 1720 TCP/UDP bidirectional for H.323 call setup], ports forwarded to internal IP address of IVC equipment, etc.) to ensure a high quality connection (consult IVC equipment manual for guidelines).

Customer must be able to remove firewalls or establish bridge connections, as needed. Customer will provide a technology contact available by phone and email for equipment verification, testing, and troubleshooting at time of IVC.

**Exhibit XX**
**Technical Requirements for an Interactive Web Conference (IWC)**

*If any of the requirements below are not available, please contact your PD Representative immediately.*

<b>SYSTEM REQUIREMENTS</b>	<b>PC/Windows</b>	<b>Macintosh</b>
	<ul style="list-style-type: none"> <li>• Windows 2003 Server, Windows XP, Windows Vista, Windows 7 or above</li> <li>• Internet Explorer 8 or above, OR Firefox 4 or above, OR Chrome 5 or above</li> <li>• Intel or AMD processor (2.4 GHz or More)</li> <li>• At least 2 GB RAM</li> <li>• 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing</li> </ul>	<ul style="list-style-type: none"> <li>• Mac OS X 10.6 or above</li> <li>• Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above</li> <li>• 2.4 GHz Intel processor (Core 2 Duo)</li> <li>• At least 1 GB RAM</li> <li>• 700 Kbps or more for simultaneous screen sharing, video and audio conferencing</li> </ul>
<b>VIDEO/AUDIO REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• A sound card installed in your computer</li> <li>• Microphone and speakers connected to your computer or a telephone with conference-call capabilities</li> <li>• Web camera at one viewing site</li> </ul>	
<b>SITE REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• Hard line Internet connection</li> <li>• Projector, monitor, or whiteboard to view the IWC session</li> <li>• Suggested: Tech contact in attendance and available for troubleshooting at time of web conference</li> </ul>	

**CONTACT INFORMATION**

Please provide the following information.

**Who will be the contact person for the work?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Cell #: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Who will receive and pay the invoices?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Shipping Information *(required for resource delivery)***

Shipping Contact: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_  
Delivery Times: \_\_\_\_\_

Choose one: ☐ Do you have a Delivery Dock?  
☐ Do you have double doors (for pallet)?  
☐ Do you require inside delivery?