

SUBSCRIPTION ORDER FORM

This Subscription Order Form is governed by the Master Terms and Conditions located at <https://www.masteryconnect.com/terms>, which are hereby incorporated by reference (this Subscription Order Form and such Master Terms and Conditions and any attached Statement of Work, collectively, the "Agreement"). Capitalized terms not defined in this Subscription Order Form shall carry the meanings ascribed to them in the Master Terms and Conditions. In the event of any conflict between any provisions of the Master Terms and Conditions and this Subscription Order Form, the provisions of this Subscription Order Form shall control to the extent of the conflict. In the event of any conflict between the provisions of the Master Terms and Conditions or this Subscription Order Form, on the one hand, and any Statement of Work, on the other hand, the provisions of such Statement of Work shall control to the extent of the conflict. This Agreement is entered into as of the Effective Date specified below between MasteryConnect, Inc. ("MasteryConnect") and the party identified as the customer below ("Customer").

SUBSCRIPTION**START DATE:** July 1, 2018**SUBSCRIPTION****TERM (IN MONTHS):** 12**FAX:** 877.350.6971**CUSTOMER INFORMATION:****Customer:** Boone County Schools**Contact/Title:** Jenny Watson, Asst. Superintendent**Address:** 8330 US 42, FLORENCE, KY 41042**E-mail:** jenny.watson@boone.kyschools.us**Phone:** (859) 282-3318**Billing Contact:** Jenny Watson; jenny.watson@boone.kyschools.us; (859) 282-3318**Technical Contact:** Bonita Bolin; bonita.bolin@boone.kyschools.us; (859) 282-3194**SOFTWARE LICENSE INFORMATION:** (per license per year)**PROFESSIONAL DEVELOPMENT:**

Mastery Leadership Institute - On-Site - All Inclusive	\$ <u>3,500</u>	x # <u>11</u>	= \$ <u>38,500</u>
Discount - Professional Development - Mastery Leadership Institute	\$ <u>-500</u>	x # <u>11</u>	= \$ <u>-5,500</u>

CUSTOM SERVICES (SEE ATTACHED STATEMENT OF WORK):\$ N/A**TOTAL:**\$ 33,000.00

PRICING AND EXPIRATION: This Agreement guarantees the pricing for 12 months for the software license and professional development, conditioned upon Customer's commitment to a 12-month initial subscription beginning on the Subscription Start Date (the "Initial Term"). This Agreement also confirms the pricing for any custom services in any attached Statement of Work. Notwithstanding anything to the contrary in this Agreement, if this Agreement is not executed by Customer on or before May 31, 2018 the terms and conditions set forth herein (including those related to pricing) shall become null and void.

If Customer is a school district, the student licenses on this Order Form are only for use by the following schools:

Longbranch Elementary School
 Erpenbeck Elementary School
 Rector A Jones Middle School
 New Haven Elementary School
 Ballyshannon Middle School

PAYMENT TERMS: Pricing for the software license and professional development above reflects current Customer enrollment. If this Agreement is longer than 12 months, Customer agrees to pay for any increase in student enrollment for subsequent years. All prices above in USD. All payment obligations are non-cancelable and all amounts paid are nonrefundable. MasteryConnect shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Payment is due upon Effective Date, unless otherwise specified below.

To be paid as follows:

Boone County Dist. Office - \$15,000 (5 seats - Stephens in September)

Jones MS - \$3,000 (1 seat)

Stephens ES - \$3,000 (1 seat - September)

Erpenbeck ES - \$3,000 (1 seat)

Longbranch ES - \$3,000 (1 seat)

Newhaven ES - \$3,000 (1 seat)

Ballyshannon MS - \$3,000 (1 seat)

OVERDUE CHARGES: If payment for any invoiced amount is not received by MasteryConnect by the due date, then without limiting MasteryConnect's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

TERMINATION FOR NON-APPROPRIATIONS: Customer may terminate this Agreement prior to the expiration of the Term with respect to any services for which Customer does not receive appropriations if Customer delivers to MasteryConnect a written termination notice within 30 calendar days of the beginning of the calendar year for which Customer did not receive such appropriations, specifying the services for which Customer did not receive appropriations and including evidence of Customer's failure to receive such appropriations. In such case, Customer shall be required to pay only for the terminated services through the date of Customer's delivery of such written termination notice to MasteryConnect; however, if Customer purchases at any time prior to the expiration of the Term (before giving effect to early termination pursuant to this paragraph) services that are the same as or similar to the services terminated pursuant to this paragraph, Customer shall be required to pay MasteryConnect for the terminated services as if they had been provided until the expiration of the Term (before giving effect to early termination pursuant to this paragraph).

IN WITNESS WHEREOF, the parties acknowledge that they've read and understood the Master Terms and Conditions located at <https://www.masteryconnect.com/terms>, and have executed this Agreement as of the Effective Date.

MASTERYCONNECT**CUSTOMER****By:****Name:**

Mick Hewitt

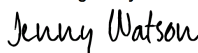
Title:

CEO

Date:

5/24/2018

By (Authorized):

DocuSigned by:

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Name:

Jenny Watson

Title:

Assistant Superintendent

Date:

5/24/2018