

**ORDER**

Order #: Q-41803
Date: 08-03-2018
Expiration Date: 11-06-2018

Teaching Strategies, LLC ("TS")

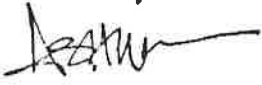
4500 East West Highway, Suite 300
 Bethesda, MD, 20814, US
 Phone: (301) 634-0818

Subscriber Name: Trigg County BOE Subscriber Number: 04TRIGG	Contact Name: Molly Oliver Contact Email: molly.oliver@trigg.kyschools.us Contact Title: Trigg County Early Childhood Council Chair
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SALESPERSON	PHONE NUMBER & EXT	EMAIL
Esther Juarez	(800) 637-3652 1273	esther.j@teachingstrategies.com

ITEM CODE	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
KYGOLD	Kentucky GOLD Bundle	1	\$0.00	\$0.00
10GOLDPORT	GOLD™ Online Assessment Portfolios	25	\$11.70	\$292.50
60ARCHIVE	GOLD Archives	250	\$0.00	\$0.00
40OSEP	GOLD OSEP Reporting	25	\$0.00	\$0.00

SUBTOTAL	\$292.50
TAX	\$0.00
TOTAL	\$292.50

Subscriber Name	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print): Molly Oliver	Name: Ashley Mathis
Title: Trigg County Early Childhood Council Chair	Title: President
Address: 202 Main Street	Address: 4500 East West Highway, Suite 300
Cadiz, Kentucky 42211	Bethesda, MD 20814
Date:	Date:

up and maintaining access and permission rights for the Authorized Users; and (iii) where applicable, inputting data regarding the Authorized Users.

- B. **Registration.** Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her username and password with TS through the Website before the Authorized User can access the Services for the first time.
- C. **Password Protection.** Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend the use of a username and password in the event that it is misused by Subscriber or an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS' sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- D. **Instructions.** TS will make instructions regarding use of the Services available in electronic form on the Website, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures.
- E. **Retrieval of Data.** Upon termination of the Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.
3. **Length of Services.** The initial term of the Services will be as set forth in an Order (the "Term"). The Term may be renewed by mutual written agreement of the parties via acceptance and execution of a renewal Order.
4. **Subscription Fee.** Access to the Services is subject to TS' receipt of the full amount of the subscription fee as set forth in an Order. Payment may be made by credit card or by check. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay any amounts due within thirty (30) days of the execution of an Order. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS income. This clause will not apply if Subscriber is tax exempt and provides TS with a tax exempt certificate.
5. **Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Services ("Subscriber Data"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in de-identified and aggregated form for purposes of enhancing the Services, analyzing usage trends, aggregated

contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

9. **Indemnification.** Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (i) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (iii) Subscriber's use of the Services in violation of applicable law. TS agrees to indemnify, defend, and hold Subscriber harmless from and against any and all liability, damage, loss or expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding alleging that the Services infringe or violate any United States patent, copyright or trademark. TS acknowledges that Subscriber's liability in any of the above listed circumstances may be limited or eliminated based upon applicable local, state, or federal law.
10. **Limitation of Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS DELIVERED," AND CANNOT BE CUSTOMIZED OR MODIFIED. WITHOUT LIMITING THE FOREGOING, AND EXCLUDING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, THE TOTAL LIABILITY OF TS FOR ANY REASON WHATSOEVER RELATED TO THE SERVICES WILL, IN NO EVENT, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO TS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
11. **General Terms.**
 - A. *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
 - B. *Legal Notice.* TS will provide any legal notice to Subscriber via mail at the address noted below. Subscriber must provide any legal notice to Teaching Strategies, LLC, Attn: Chief Financial Officer, 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA. Any legal notices provided without compliance with this section will have no legal effect.
 - C. *Entire Agreement.* This Agreement, the Order, the Terms of Use, and the Privacy Policy effective as of the Order date constitute the entire, complete, and exclusive agreement between TS and Subscriber regarding the Services ("**Entire Agreement**"). The Entire Agreement supersedes all prior agreements and understandings, whether written or oral, whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement. The terms and conditions of this Agreement will prevail over any conflicting provisions in the Terms of Use.



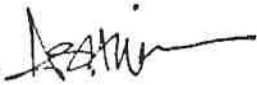
4500 East West Highway • Suite 300 • Bethesda, MD 20814
Phone 301-634-0818 • Fax 301-634-0824
www.TeachingStrategies.com

PERMISSION TO PROVIDE ACCESS TO SUBSCRIBER DATA

Teaching Strategies, LLC ("TS") is providing Trigg County BOE ("Subscriber") access to its subscription services ("Services") pursuant to the Subscription Services Terms and Conditions ("Agreement") and one or more order forms (each an "Order") signed by Subscriber. As part of the Services, Subscriber submits or inputs data into the Services and TS then may process, store, handle, or analyze the data as a part of or to enable or facilitate the provision of the Services ("Subscriber Data").

Subscriber gives TS permission to grant Kentucky Department of Education access to Subscriber Data as an Authorized User, as defined in the Agreement. The relationship by and between Subscriber and Authorized User will not affect Subscriber's obligations under the Agreement or any given Order, including, but not limited to, Subscriber's obligation to remit payment to TS for the Services provided under the Agreement.

By signing below, Subscriber agrees to be bound by the provisions contained herein.

Trigg County BOE	Teaching Strategies, LLC
By (Signature):	By: 
Name (Print): Molly Oliver	Name: Ashley Mathis
Title: Trigg County Early Childhood Council Chair	Title: President
Address: 202 Main Street	Address: 4500 East West Highway, #300
Cadiz, Kentucky 42211	Bethesda, MD 20814
Date:	Date: