



# Quote

Date	Quote #
01/02/2020	US519173838R

Payment Status  
Open

## Bill To Attention

Accounts Payable  
Boone County Schools  
8330 US 42  
Florence KY 41042  
United States

Username	E-mail
oockermanes	tracy.johnson2@boone.kyschools.us

Item	Type	Quantity	Description	Rate	Amount
School Combo 24/7	Renewal	1	Unlimited Access to BrainPOP, BrainPOP Jr., BrainPOP Español and BrainPOP Français for School site (includes home access) for 12 Months. brainpop.com, jr.brainpop.com, esp.brainpop.com and fr.brainpop.com	2,550.00	2,550.00
School ELL	Renewal	1	ELL School Access is available 24 hours a day from school and home for students, faculty, and parents for 12 months.	795.00	795.00
Quote valid for 30 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.				Total	\$3,345.00

1-866-542-7246

## Remit to:

\* Please include any applicable tax exemption certificates for your school/district along with your order.

BrainPOP Accounts Receivable 71 W 23rd St., 17th Floor | New York, NY 10010 | Fax: 866-867-6629

Please make all checks payable to 'BrainPOP'.

Email: purchaseorders@brainpop.com

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Last updated on May 14, 2018

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### **BrainPOP**

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: [info@brainpop.com](mailto:info@brainpop.com)

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### ADDENDUM TO THE TERMS OF USE

This Addendum is entered on January 16, 2020, by and between BrainPOP LLC, with its address at 71 W 23<sup>rd</sup> Street, 17<sup>th</sup> Floor, New York, New York 10010 (the "**Company**") and Boone County Schools, with its address at 8330 US-42, Florence, KY 41042 (the "**District**").

WHEREAS, the District wishes to purchase from the Company one year School Combo 24/7 and School ELL subscriptions for BrainPOP in accordance to the Quote attached hereto as Exhibit A (the "**Subscription**"); and

WHEREAS, the Subscription is subject to the Terms of Use and Privacy Policy posted on [http://www.brainpop.com/about/terms\\_of\\_use/](http://www.brainpop.com/about/terms_of_use/), as updated from time to time ("**Terms of Use**"); and

WHEREAS, the parties wish to amend certain terms of the Terms of Use only as it applies to the Subscription; and

WHEREAS, the parties wish that except as expressly set forth below, all other terms and conditions of the Terms of Use shall apply (mutatis mutandis), all as set forth herein below.

THEREFORE, it is mutually agreed as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Use.
2. All indemnities set forth in the Terms of Use shall be applicable only to the extent permitted by the laws of Kentucky.
3. The parties agree that any dispute relating to the terms in this Addendum shall be submitted to the exclusive jurisdiction and venue of the courts in Kentucky. Without derogating from the above, any claim that the District may have must first, and before taking any other legal action, be submitted to the Company in the form of a complaint (to: [info@brainpop.com](mailto:info@brainpop.com)), to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.
4. This Addendum will form an integral part of the Terms of Use for the District during the term of the Subscription. Unless expressly changed herein, all other terms and conditions of the Terms of Use, as updated from time to time, shall not be affected, and shall remain in full force and effect.
5. In any contradiction or discrepancy between the terms of this Addendum to those of the Terms of Use, as updated from time to time, the terms of this Addendum shall prevail for the term of the Subscription.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

[SIGNATURE PAGE FOLLOWS]

**BrainPOP LLC**

By: H. Scott Kirkpatrick Jr.  
[signature]

Name: H. Scott Kirkpatrick Jr.

Title: Chief Executive Officer

Date: 01/16/20

**Boone County Schools**

By: \_\_\_\_\_  
[signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_