



Boone County Public Schools

Krista Decker

krista.decker@boone.kyschools.u

s

--

Reference: 20200511-191905913

Prepared: May 11, 2020

Expires: August 9, 2020

Prepared by: Brooke Sampson

Director of Customer Success

brooke@eprep.com

Products & Services

Item & Description	Quantity	Unit Price	Total
CERT Grades 9-12 Access to CERT for Grades 9, 10, 11 and/or 12	5447	\$9.00	\$49,023.00
CLEVER Integration Fee Fee for Single-Sign-on option through Clever	10	\$180.00	\$1,800.00 for 1 year
CERT Quizzes	10341	\$1.00	\$10,341.00 for 1 year
CERT Grades 6-8 Access to 3 full-length CERT assessments for grades 6, 7 and/or 8	4894	\$7.00	\$34,258.00

Subtotals

One-time subtotal	\$95,422.00
-------------------	-------------

Other Fees

Partnership Discount	-\$1,620.00
----------------------	-------------

Total	\$93,802.00
--------------	--------------------

Questions? Contact me



Brooke Sampson

Director of Customer Success

brooke@eprep.com

ePrep, Inc.

340 Wall Street

Princeton, NJ 08540

US

User Agreement

Introduction

Welcome! This is the User Agreement of ePrep, Inc. (" ePrep"), a Delaware corporation with its principal office located in Princeton, New Jersey. As you probably know, ePrep hosts a website (the "Site" or this "Site") with a homepage located at www.eprep.com. Included in the services offered by ePrep through the Site are study programs for various standardized tests (together, the "For-Fee Services" and, individually, as appropriate, a "For-Fee Service") and free trials and/or free diagnostic tests (together, the "Free Services" and, individually, as appropriate, a "Free Service"). This User Agreement defines the terms pursuant to which you may use the Site, including, but not limited to, your use of the For-Fee Services and/or Free Services. This User Agreement should be read carefully and in conjunction with [ePrep's Privacy Policy](#) (the "[Privacy Policy](#)"), which sets forth ePrep's policies related to the collection, use, and maintenance of information obtained from individuals who visit the Site.

Acceptance of Terms

Please read this User Agreement and the [Privacy Policy](#) carefully because, by visiting the Site or using a For-Fee Service or Free Service, you acknowledge and accept the terms of both this User Agreement and the [Privacy Policy](#). ePrep reserves the right, from time to time, to modify, revise and update the terms of this User Agreement and the [Privacy Policy](#), and you agree to be bound by such modifications, revisions, and/or updates. We will make every reasonable effort to notify you of any significant change in this User Agreement or the [Privacy Policy](#) by posting a notice on this page,

the [Privacy Policy page](#) or our home page, as appropriate. In any event, your continued use of the Site constitutes your acceptance of any modifications, revisions and/or updates to the terms of this User Agreement and the [Privacy Policy](#).

Copyright

Copyright on the Site and all materials included in it, including, but not limited to, those materials related to the For-Fee Services and Free Services, are owned by, or licensed to, ePrep and all rights therein are reserved. You must abide by all copyright notices and restrictions contained on the Site. You may not copy, distribute, enter into a database, display, perform, create derivative works of, transmit, or otherwise use any materials from the Site (including, but not limited to, practice tests, instructional videos, and computer programs or other code) (collectively, "Site Materials"), except that you may make a reasonable number of machinereadable copies of the Site Materials that (a) ePrep makes generally available to the online public and grants permission to reproduce or (b) if you have purchased a For-Fee Service or registered for a Free Service, ePrep makes available to you as part of the For-Fee Service or Free Service and grants you permission to reproduce as part of the For-Fee Service or Free Service during your subscription period; provided, however, that when reproducing Site Materials pursuant to (a) or (b) above, you do so only for personal, non-commercial use, and only if you do not alter the text or remove any trademark, copyright, or other notice displayed on the Site Materials.

Trademarks

The stylized ePrep, the stylized "e" logo, and any other trademarks on the Site, whether or not registered, are trademarks owned by ePrep (collectively, "ePrep Trademarks"). You may not use ePrep

Trademarks (i) in connection with any product or service that does not belong to us, (ii) in any manner that is likely to cause confusion among users about whether we are the source, sponsor or endorser of the product or service, or (iii) in any manner that disparages or discredits us.

For-Fee Services

Payment of Fees: You agree to pay the posted fees for the For-Fee Services. You authorize ePrep to charge your credit card for all fees you incur for use of the For-Fee Service. If ePrep does not receive payment from the card issuer, you shall pay ePrep all amounts due upon demand. ePrep may take commercially reasonable actions to validate your credit card.

Modifications: ePrep reserves the right, at its discretion, to modify the For-Fee Services at any time. You shall have the right to terminate this User Agreement by providing ePrep written notice within fifteen (15) days of any modification to the For-Fee Services that (i) results in a material decrease in the content of the For-Fee Service or (ii) materially decreases your rights or materially increases your obligations under this User Agreement. Your failure to so terminate shall constitute your acceptance of such modifications.

Government Taxes, Fees and Duties: You shall pay any taxes, including, but not limited to, personal property taxes and sales taxes, resulting from your purchase or use of the For-Fee Services. You shall pay any applicable government fees or duties associated with the purchase, delivery or use of the For-Fee Services, including, but not limited to, import fees, export fees and other fees or duties associated with customs.

Non-Exclusive License: With the proper purchase of a For-Fee Service, ePrep grants you a nonexclusive, non-transferable right to

access and use such For-Fee Service during the applicable subscription period. Upon expiration of the applicable subscription period, your right to use the online portion of the For-Fee Service will automatically terminate. Your right to use the online portion of the For-Fee Service will also terminate, without refund of any part of the purchase price, at the sole discretion of ePrep, if your personal ePrep account is actively accessed from two or more unique computers at the same time.

Return Policy: You may return any For-Fee Service and receive a full refund of the purchase price, if you notify us in writing within seven (7) calendar days of purchase, provided, however, that you have not completed more than five percent (5%) of the multiple-choice questions included in the For-Fee Service purchased. You may not return a Fee-For Service after the seven-day period has expired.

Ownership: The For-Fee Services and Free Services, including without limitation all text, graphics, sounds, images, videos, and other materials included in or related thereto, are owned by ePrep, or have been licensed to ePrep, and are protected by United States and foreign intellectual property laws. Any use of the For-Fee Services or Free Services, except as permitted under this User Agreement, is strictly forbidden and may violate copyright, trademark, patent and other laws. You may not sell or modify the For-Fee Services or Free Services or reproduce, display, publicly perform, distribute, or otherwise use the For-Fee Services or Free Services in any way for any public or commercial purpose. You may not copy, disassemble, modify, reverse engineer, decompile or adapt the HTML or other code that ePrep uses to generate its web pages, videos or other content.

User Accounts: Upon completing the For-Fee Services or Free Services registration process, you will have provided ePrep with a password and an account identifier (your e-mail address). You are

responsible for maintaining the confidentiality of the password and account identifier, and are fully responsible for all activities that occur under your password or account identifier. You agree to immediately notify ePrep of any unauthorized use of your password or account or any other breach of security. Furthermore, you agree that you will properly exit ("logout") from your account at the end of each session.

Termination of Account: You agree that ePrep may, without prior notice, immediately terminate your account and your access to the For-Fee Services or Free Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of this User Agreement or other agreements or guidelines made part of the For-Fee Services or Free Services and thereby incorporated by herein, (b) any failure by you to pay to ePrep amounts due hereunder, as applicable, (c) providing ePrep with false or misleading information, (d) interference with other users of the Site or the administration of ePrep services, (e) requests by law enforcement or other government agencies, (f) a request by you (self-initiated account deletions), (g) discontinuance or material modification to the Site (or any part thereof, including, but not limited to, the For-Fee Services and/or the Free Services), (h) unexpected technical or security issues or problems, and (i) extended periods of inactivity.

Use Restrictions

You may not use the Site in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others, (c) in a manner that will violate the privacy, publicity or other personal rights of others, or (d) in a manner that is defamatory, obscene, threatening, abusive, hateful, or otherwise objectionable, in the sole discretion of ePrep.

Without limitation, ePrep specifically prohibits use of the Site for any of the following reasons:

- distributing or otherwise publishing, without ePrep's prior approval, any material containing any solicitation of funds, promotion, advertising, or solicitation for goods or services;
- soliciting other users of the Site to join or become members of any online or other service; or
- deleting, revising or otherwise editing any material posted by other persons or entities.

Security

You may not violate or attempt to violate the security of the Site or use the Site to violate the security of other systems or web sites by any method, including, without limitation: (a) accessing data not intended for you or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures, or (c) attempting to interfere with service to any user of the Site, including, but not limited to, the For-Fee Services and the Free Services, (d) sending unsolicited e-mail, including promotions or advertising of products or services. Violations of system or network security may result in civil or criminal liability. ePrep may investigate violations of this User Agreement and may involve and cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

Links, Frames and Metatags

You may link to our home page as long as the link does not cast ePrep in a false or misleading light. You may not frame the content of the Site, without our express written consent. You may not use metatags

or any other "hidden text" that incorporates any ePrep Trademarks or our name without our express written consent.

Disclaimer and Limitation of Liability

THIS SITE AND THE INFORMATION, GRAPHICS, VIDEOS, AUDIO TRACKS, BLOG POSTS, DOCUMENTS, AND ALL OTHER ELEMENTS INCLUDING, BUT NOT LIMITED TO, THE FOR-FEE SERVICES AND THE FREE SERVICES (COLLECTIVELY, THE "CONTENTS"), ARE PROVIDED ON AN "AS IS" BASIS WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND. YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, THE FOR-FEE SERVICES AND/OR THE FREE SERVICES IS AT YOUR OWN RISK. EPREP HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE CONTENTS, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EPREP FURTHER SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE FOR-FEE SERVICES OR THE FREE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT THE SITE CONTAINS NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED BY EPREP WILL BE SUFFICIENT, AND (E) THAT THE CONTENTS ARE ACCURATE, CORRECT OR RELIABLE.

EXCEPT AS MAY BE EXPRESSLY STATED ON THIS SITE, NEITHER EPREP NOR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, GUEST EXERTS OR OTHER AUTHORIZED REPRESENTATIVES SHALL BE LIABLE FOR

ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SITE, OR THE CONTENTS. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, CONSEQUENTIAL DAMAGES, OR PUNITIVE, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES.

THE CONTENTS COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE CONTENTS. EPREP RESERVES THE RIGHT TO MAKE IMPROVEMENTS, DELETIONS, CHANGES OR OTHER MODIFICATIONS TO THIS SITE, THE CONTENTS, AND THE PRODUCTS AND SOFTWARE DESCRIBED HEREIN AT ANY TIME WITHOUT NOTICE.

Suspension of Service

ePrep reserves the right, at its sole discretion, to suspend access to the site at any time for the purpose of upgrading, redesigning, repairing or otherwise maintaining the Site. ePrep will make commercially reasonable efforts to minimize the time required to perform such upgrades, redesigns, repair or other maintenance activities.

Termination

We reserve the right to suspend your use of this Site, including, but not limited to, your use of the For-Fee Services and/or the Free Services, if we determine, at our sole discretion, that you have violated one or more of the terms of this User Agreement. We reserve the right to suspend or restrict, in whole or in part, your access to the

Site and/or to terminate this User Agreement at any time without notice for any reason, including, in the case of this User Agreement, for your violation of any of its provisions. The Disclaimer and Limitation of Liability and Governing Law sections of this User Agreement shall survive any such termination.

Governing Law

This User Agreement will be governed by the laws of the State of New Jersey applicable to contracts made and performed there without regard to its conflicts of law principles. You agree to submit to the exclusive jurisdiction of the state and federal courts sitting in the State of New Jersey and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Jurisdiction

ePrep makes no claims that the Site, including, but not limited to, the For-Fee Services and/or the Free Services, may be lawfully viewed, downloaded or otherwise used outside of the United States. Access to, and the use of, the For-Fee Services and/or Free Services may not be legal by certain persons or in certain countries. If you access and use the For-Fee Services and/or Free Services from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of the all competent jurisdictions.

Invalid Provisions and Waiver

If any of this User Agreement is found to be invalid by any court having competent jurisdiction, that invalidity will not affect the validity of the remaining portions of this User Agreement, which will remain in full force and effect. No waiver of any term by ePrep will

be deemed a further or continuing waiver of such provision or any other provision.

Last Modified February 12, 2016