

Purchase Contract

Agreement Terms:

This purchase contract ("**Agreement**") documents a purchase made by Boone County School District (KY) ("**Customer**") from Imagine Learning, Inc. ("**Company**"). In exchange for the consideration described on #160029 (a copy of which is attached hereto as "**Exhibit A**"), and subject to the terms (including product information, license numbers, payment amounts, payment deadlines, and rates for future years if applicable) listed thereon, Company will provide Customer access to the named education software products.

This Agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a Customer-approved purchase order, etc.) outlined on **Exhibit A** are not met.

Onboarding, Implementation, Training, and Support information:

Onboarding. Once we receive your purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process..

Implementation and Training Services. Customer's purchase of Company's software product(s) includes implementation and virtual training services. Any additional onsite training or professional development will be noted on **Exhibit A**.

Support and Upgrades. As part of Customer's purchase of licensed software under the Agreement, Company will, throughout the term of the Agreement, provide the following:

1. Imagine Learning Customer Care is available by telephone at 1-866-ILSUPPORT (1-866-457-8776) Monday through Friday, 6:00 a.m.–6:00 p.m. MST or by email at: support@imaginelearning.com.
2. Calls to Imagine Learning Customer Care by teachers, administrators, technicians, etc., are answered by a live support agent and handled immediately.
3. Other communications to the support team, including emails and after-hour messages, are answered within one business day.
4. Support services and upgrades are included at no additional charge for the duration of the contract's license term.
5. Company will provide updates to the licensed software product(s) on a regular basis; Customer will be notified regularly of new content and will receive newly developed content for the licensed product(s) when available.

ACCEPTED AND AGREED:

Boone County School District (KY)

Imagine Learning, Inc.

By: _____
Print: _____
Title: _____
Date: _____

By: _____
Print: J. Brent Taylor
Title: Vice President, Finance
Date: _____

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.

For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

Exhibit A

Bill To	Ship To	
Accounts Payable Boone County Schools 8330 US Highway 42 Florence KY 41042	Boone County School District 8330 US Highway 42 Florence KY 41042	Date 160029 7/1/2020 Valid Until 9/29/2020 Partnership Manager Kristen Scherer

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at 859-319-5268 or kristen.scherer@imaginelearning.com.

Quantity	Item	Unit Price	Amount
100	Imagine Language & Literacy Annual Student License	\$150.00	\$15,000.00
	Discount		(\$3,000.00)
	Subtotal		\$12,000.00
1	Standard Success Level	\$0.00	\$0.00
	- Onboarding: initial "partnering for success" conference call and proactive monitoring - Professional Learning: just-in-time professional development (PD now), professional learning webinar series, and Imagine Learning University - Ongoing Success: Teacher Care, usage monitoring by a dedicated Customer Success Manager, Success Plan and Student Achievement Review at end of year		
	Total Contract Amount \$12,000		
	Contract will invoice: August 1st, 2020 with Net 45 Day Terms		

Include the quote number (#160029) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
 Email: PO@imaginelearning.com
 Mail: Imagine Learning, Inc.
 382 W. Park Circle, Ste 100
 Provo, UT 84604

Subtotal	\$12,000.00
Tax Total	\$0.00
Total	\$12,000.00

Thank you for choosing Imagine Learning!

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For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.

Exhibit B: Customer Onboarding

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. Once we receive your purchase order or purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process. In order to ensure a successful and speedy implementation, please have the following information available for your Customer Experience Specialist:

1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

Learn more about [System Requirements](#) and how to make the [best rostering decision](#) for your school or district on our [Help Center](#).

Thank you for choosing Imagine Learning!

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For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email:
privacy@imaginelearning.com.

END-USER LICENSE AGREEMENT

NOTICE TO END-USER: This legally binding End-User Software License Agreement (this "**Agreement**") is made and entered into by and between you, the purchaser/licensee and end-user (an individual or entity referred to hereinafter as either "you" or the "**End-User**"), and Imagine Learning, Inc., a Utah corporation (referred to hereinafter as the "**Company**"), the owner/licensor of the subject Software (hereinafter defined) that you are licensing from the Company (whether directly or indirectly through its authorized distributors). YOU ACKNOWLEDGE AND AGREE THAT YOUR ACT OF USING THE COMPANY'S SOFTWARE FURNISHED TO YOU BY THE COMPANY OR ITS DISTRIBUTOR CONCLUSIVELY CONFIRMS YOUR ACCEPTANCE OF THIS AGREEMENT (AND THE SOFTWARE) AND YOUR PROMISE TO HONOR ALL OBLIGATIONS OF THE END-USER HEREUNDER. THEREFORE, YOU NEED TO FIRST REVIEW THE TERMS OF THIS AGREEMENT, AND IF YOU AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN, AND ONLY THEN, MAY YOU USE THE SOFTWARE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU NEED TO REMOVE THE ENTIRE SOFTWARE PACKAGE (INCLUDING ALL DOCUMENTATION) AND RETURN ANY PROVIDED HARDWARE TO THE COMPANY OR ITS DISTRIBUTOR (UNUSED AND UNDAMAGED) NO LATER THAN TEN (10) DAYS FROM THE DATE OF YOUR PURCHASE IN ORDER TO RECEIVE A REFUND OF THE UNUSED PORTION OF YOUR SOFTWARE PURCHASE PRICE. SOFTWARE AND HARDWARE INSTALLATION AND TRAINING COSTS ARE NON-REFUNDABLE.

1. Grant of License. In connection with your purchase of the Software license, you are hereby granted a limited, nonexclusive license (the "**License**") to use the Software for its intended educational purposes, furnished to you by the Company or its distributor, as authorized by the Company, as part of the subject License (but specifically excluding any use of the Software to render similar services to others, or for any resale, sublicense or any other third-party transaction). The term "**Software**", for purposes of this Agreement, means the *Imagine Learning* software package (including any and all individual products under the Imagine Learning umbrella and future improvements or enhancements thereto) licensed by you from the Company or our distributor, along with the related documentation and any updates and bug fixes the Company may send you in the future. The End-User may contract hereafter for support and maintenance pursuant to the distributor's standard support agreement.

2. Term and Termination. The term of this License, upon payment in full of all fees and charges itemized on the purchase order, is subscription based (or perpetual if specifically determined by your type of purchase) if you honor all terms and conditions hereof. However, the Company may terminate the License at any time if the End-User breaches any term or condition hereof and fails to cure the same to the Company's reasonable satisfaction within thirty (30) days after End-User's receipt of written notice of such breach from the Company. The End-User agrees that the Company will invoice the End-User for any licenses activated above the number of licenses issued through the original purchase order. Payment in full is due within sixty (60) days of invoice and if not received by the Company, the Software and any provided hardware are subject to removal and/or de-authorization by the Company. Upon termination of the License, the End-User shall return to the Company or its distributor any provided hardware, along with the original and all copies of the Software, in written and electronic formats, and shall certify in writing that all originals and all copies and parts thereof have been returned (or otherwise destroyed to the Company's satisfaction). Thereafter, the End-User shall continue to honor all provisions set forth herein for the protection of the Company's Software, intellectual property, confidential information and reputation.

3. Limitations; Transfers. You agree not to modify, adapt or translate the Software, and you further agree not to, nor attempt to, replicate, reverse engineer, decompile, disassemble or otherwise discover or misappropriate the source code of the Software, nor copy nor distribute the same. You may not disclose to any third party all or any part of the Software or any confidential or proprietary information or trade secrets relating thereto (i.e., information not in the public domain) without the Company's prior written consent; provided, however, that you may make such disclosures to your own employees who have a "need to know" for your licensed use of the Software, but all such employees must be informed of their duty to honor all provisions of this License (in particular, paragraphs 1, 2, 3,

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5. Indemnification; Injunction. The End-User shall fully indemnify and hold the Company harmless from and against any and all claims, losses, damages, legal fees and costs suffered or incurred by the Company as a result of any material breach by the End-User and its employees or agents of any provision of this Agreement; and the End-User further agrees that any such actual or threatened breach will cause the Company to incur incalculable and irreparable damage for which there is no adequate remedy at law, entitling the Company to temporary and permanent injunctive relief in addition to all other available remedies.

6. Limited Warranty and Remedy. The Software is provided by the Company and accepted by the End-User "as is." The Company warrants only that the Software and any provided hardware will perform substantially in accordance with the Company's accompanying explanatory materials for the duration of the End-User's subscription period. The Company's sole and exclusive liability, and your exclusive remedy, for any breach of this sole warranty or this Agreement, shall be limited to (at the Company's option) either the (i) replacement or (ii) repair of the Software (or the provided hardware, as the case may be). Any replacement Software or hardware will be warranted similarly. The Company is not liable for any performance delays or for nonperformance due to causes beyond its reasonable control or caused by you or any third party(ies). The Company does not warrant the Software, any provided hardware, or headsets against damage, loss, or theft. This Limited Warranty is in addition to any and all other warranties that may be passed through to the End-User by the Company from third party software vendors (e.g., Microsoft). This limited warranty is void if any failure of the Software results from any accident, abuse, misapplication, or modification of the Software by you or any third party. Headsets resold to the End-User as a service to the End-User become the property and responsibility of the End-User and may include a limited warranty from the manufacturer but will not include a separate warranty from the Company. THE ABOVE-STATED LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND THE COMPANY AND ITS DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES. IN SUCH STATES SOME OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS DISTRIBUTORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS INFORMATION OR OTHER BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, OR ARISING OUT OF THIS AGREEMENT, EVEN IF THE COMPANY OR ITS DISTRIBUTORS OR THEIR REPRESENTATIVE(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF

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9. FERPA Compliance. In providing the Software for use by any educational agency or institution, the Company is acting as a contractor as described under the Family Educational Rights and Privacy Act 34 CFR 99.31 (a)(1)(i)(B). As required for FERPA compliance, the Company is under the direct control of the agency or institution with respect to the use and maintenance of education records pertaining to that agency or institution. Such control includes the ability of the educational agency or institution to dictate the level of data collection performed by the Software. The Company does not redisclose data to any other parties per limitations imposed by 34 CFR 99.33.

10. General Provisions. This Agreement is the final expression of the Company's and the End-User's agreement and is intended to be a complete and exclusive statement of the terms and conditions thereof, including any exhibits attached hereto. Any waiver of any performance required hereunder of either party shall be valid only in the instance for which it is given, not for any future instances or other provisions hereof, and only if waived in writing by the party otherwise benefiting from such performance. Access to usage, performance, and efficacy data of all types from all Company software shall be granted at all times to the Company and may be used for reports, evaluations, and publications without restriction as long as the public reports, evaluations, and publications contain no individual student identification information. The End-User will not engage in, allow, assist, or permit any report, evaluation or publication of usage, performance, or efficacy data related to or derived from the Company's software without prior express written permission. Other than the Company's income taxes, the End-User shall be solely responsible for all taxes, assessments, fees, duties, etc. that may be charged by any governmental authority by virtue of this Agreement and/or your use of the Software. The Company's licensors who have contributed software or code to the Software (e.g., Microsoft) are direct and intended third party beneficiaries of this Agreement and may enforce it directly against you, but without any liability to you for damages of any kind that may arise out of this Agreement. Any action for breach of this Agreement must be commenced by the non-breaching party within one (1) year from the later of: (i) the date the cause of action arises, or (ii) the date the cause of action is discovered (or in the exercise of reasonable diligence by you, *should* have been discovered). This Agreement and all matters relating hereto shall be governed by the laws of the State of Utah and the United States of America. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Both parties agree to resolve any controversy or dispute relating to this Agreement (other than equitable relief permitted under paragraph 6) by binding arbitration conducted in accordance with the commercial arbitration rules and procedures of the International Chamber of Commerce in Salt Lake City, Utah. In any suit, arbitration or appeal regarding this Agreement, the prevailing party's attorneys' fees and costs shall be reimbursed in full by the non-prevailing party. In the event that any provision of this Agreement is found by arbitration or a court of competent jurisdiction to be contrary to any applicable law, such law shall be deemed controlling and this Agreement shall be regarded as modified accordingly, giving maximum permissible effect to the parties' intentions

expressed herein, and the remainder of this Agreement shall continue in full force and effect. The individuals executing this Agreement are fully authorized to do so by their respective companies' bylaws and/or board resolutions. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors-in-interest and permitted assigns.

FONT END-USER LICENSE AGREEMENT

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5. Term and Termination. This license shall remain in effect so long as you are in material compliance with all of its terms and conditions. If you breach any of the terms and conditions, this license is automatically terminated and you are obligated to destroy the original and all copies of the Font Software. In such event, upon the request of the provider of the Product or the suppliers of the Font Software, you shall provide written certification of such destruction.

6. U.S. Government Restricted Rights. If you are acquiring the Font Software on behalf of any unit or agency of the United States Government, the following provisions shall apply. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FAR 252.227-7013, subdivision (b)(3)(ii) or subparagraph (c)(1)(ii), as appropriate. Further use, duplication or disclosure is subject to restrictions to restricted rights software as set forth in FAR 52.227-19(c)(2).

Should you have any questions concerning these Agreements, please contact the Company at

Imagine Learning, Inc., 382 W. Park Circle, Suite 100, Provo, UT 84604

Phone toll free: 1-866-ILSUPPORT; 1-866-457-8776; fax: 801-377-5072; or email: support@imaginelearning.com.