			Date	196432 4/9/2021

Bill To

Accounts Payable
Boone County Schools
8330 US Highway 42
Florence KY 41042

Ship To

Boone County School District
8330 US Highway 42
Florence KY 41042

196432
Date 4/9/2021
Valid Until 7/8/2021
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
1	Imagine Español Pilot Districtwide Access for Boone County Schools from May 24th- August 20th for summer school. Signed Pilot Partnership Agreement required. Cost can be applied to purchase at end of the pilot period.	$500.00	$500.00
1	Imagine Language & Literacy Pilot Districtwide Access for Boone County Schools from May 24th- August 20th for summer school. Signed Pilot Partnership Agreement required. Cost can be applied to purchase at end of the pilot period.	$500.00	$500.00
1	Imagine Reading Pilot Districtwide Access for Boone County Schools from May 24th- August 20th for summer school. Signed Pilot Partnership Agreement required. Cost can be applied to purchase at end of the pilot period.	$500.00	$500.00
1	Imagine Math Pilot Districtwide Access for Boone County Schools from May 24th- August 20th for summer school. Signed Pilot Partnership Agreement required. Cost can be applied to purchase at end of the pilot period.	$500.00	$500.00
1	Imagine Math Facts Pilot Districtwide Access for Boone County Schools from May 24th- August 20th for summer school. Signed Pilot Partnership Agreement required. Cost can be applied to purchase at end of the pilot period.	$500.00	$500.00
1	Professional Development Foundational Webinar Package - Imagine Learning - Package includes 4 sessions of customer's choice delivered virtually.	$3,000.00	$3,000.00
2	Professional Development Webinar Training 6 Hours of additional Training and support	$750.00	$1,500.00

Include the quote number (#196432) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

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

Subtotal	$7,000.00
Tax Total	$0.00
Total	$7,000.00

Thank you for choosing Imagine Learning!

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.

Pilot Partnership Agreement

Pilot Partnership Objectives:

1. Determine suitability of the Imagine Learning software for student populations.
2. Verify compatibility of program specifications with school and/or district infrastructure.
3. Allow for observation of student engagement and progress with Imagine Learning software.
4. Facilitate purchase decision.

Deliverable Elements:

1. Provide APM support to coordinate and monitor the pilot.
2. Provide Customer Success support, which includes the following:
   - Initial implementation planning meeting to set expectations regarding implementation tasks, timing, roles, and responsibilities to ensure pilot is successful.
   - One launch interaction.
   - One data review.
3. Meet with school representative and appropriate staff regularly to review implementation and student progress.
4. Meet with school representative no later than 14 days after conclusion of pilot to discuss purchase of Imagine Learning product(s).

Under this agreement, the Partnership Contact will do the following:

1. Work with the APM to complete and sign this Pilot Partnership Agreement.
2. Identify the appropriate timeframe for the pilot.
3. Serve as the school specialist or delegate this responsibility to another; the specialist will coordinate with Imagine Learning on the execution of the pilot.
4. Attend the initial implementation planning meeting.
5. Ensure proper student usage and proper teacher usage (including appropriate dashboards, reports, and resources).
6. Meet with APM regularly during the pilot and again within 14 days of the conclusion of the pilot.

Acknowledgement by Partnership Contact:

By signing the Pilot Partnership Agreement, I confirm that my Imagine Learning Area Partnership Manager and I have discussed the pricing structure of any Imagine Learning products that my school or district will pilot. The probability of a purchase has been explored, and there is a reasonable expectation that a successful pilot experience will result in a purchase order. Company will provide Customer access to the educational software product(s) as listed on #196432.

Boone County School District (KY)

By: _____

Print: _____

Title: _____

Date: _____

Imagine Learning, Inc. Representative

Kristen Scherer
Area Partnership Manager
email: kristen.scherer@imaginelearning.com
phone: 859-319-5268

Thank you for choosing Imagine Learning!

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 <u>FIRST</u> 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,

4 and 8 hereof). You may not resell, rent, lease, sublicense, distribute, or loan all or any part of the Software to any third party. The Software is licensed as a single unit, and its component programs may not be separated for any other use. The Company may enter your premises upon reasonable notice during regular business hours and conduct periodic audits to verify that you are honoring all terms and conditions of this limited License.

4. Ownership. Title, all ownership rights, and all intellectual property rights in and to the Software, all materials and intellectual property related thereto, and any provided hardware shall remain exclusively with the Company. The Software is protected by United States patent law and copyright law, international patent and copyright treaties, and local trade secret laws, as well as other intellectual property laws, regulations and treaties. No title to or ownership of the Software has been transferred to you, and this License shall not be construed as a sale of any rights in the Software, but merely a limited, non-exclusive license. You agree not to remove or alter any patent, copyright, trademark, or other proprietary notices on any copy of the Software. The Company and its authorized distributors reserve all rights not expressly granted to you herein.

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

SUCH DAMAGES; AND IN NO EVENT SHALL THE COMPANY'S OR ITS DISTRIBUTORS' LIABILITY OR EXPOSURE TO THE END-USER OR END-USER'S ASSIGNEE UNDER THIS AGREEMENT EVER EXCEED THE END-USER'S PURCHASE PRICE FOR THE SOFTWARE LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TRANSACTIONS. IN SUCH JURISDICTIONS SOME OR ALL OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THE COMPANY SHALL NOT BE LIABLE FOR ANY CONTAMINATION OR LOSS OF DATA OR ANY ADVERSE IMPACT, FINANCIAL, TECHNICAL OR OTHERWISE, DUE TO YOUR OR ANY THIRD PARTY'S MISUSE OR MISAPPROPRIATION OF THE SOFTWARE OR ANY ACT NOT LICENSED OR APPROVED BY THE EXPRESS TERMS OF THIS AGREEMENT.

8. U.S. Government Restricted Rights. The Software is provided with RESTRICTED RIGHTS, and any use, duplication or disclosure of the Software by the United States Government is subject to those restrictions set forth in subparagraph (c)(1)(ii) of "Rights in Technical Data and Commercial Computer Software - Restricted Rights," at 48 CFR 52.227-19, and any amendments thereto, as applicable. You agree that neither all nor any part of the Software will be shipped, transferred or exported in any form into any country outside the U.S.A. or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations.

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

By installing and using the Product, you agree to the following terms and conditions.

1. Grant of License. The Product contains font software programs which generate human readable typeface designs ("Font Software"). You may not install or use the Font Software on any device except one on which you have installed a properly licensed copy of the Product. The Font Software is supplied to you for Internal Use only. "Internal Use," as used herein, means use (i) in the course of your customary and ordinary internal business, or (ii) for your personal use. If used in the course of your customary and ordinary internal business, Internal Use shall mean use solely by your authorized agents and employees. If used for personal use, Internal Use shall mean use solely by individuals who reside with you in your household. All such agents, employees and household residents must agree to the terms and conditions of this End-User License Agreement as a condition of using the Font Software. Internal Use shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.

2. Limitations. You may not convert the Font Software into a different format. You may not alter or modify the Font Software in any manner which results in the Font Software having different or enhanced functionality then when it was delivered to you as part of the Product.

You may use an application program such as Adobe Acrobat to embed the Font Software into an electronic document. You may send such an electronic document to a third party only for the purpose of permitting the third party to view and print the electronic document. Font Software may not be embedded in any format which permits the recipient of an electronic document to install the Font Software or to use the Font Software for any purpose beyond merely viewing and printing the document. You may not embed Font Software into a Commercial Product. A "Commercial Product" is an electronic document which is distributed in exchange for a fee or other consideration. For example, you cannot embed Font Software into an electronic book or magazine which is offered to the public for a fee.

Except for the print and view embedding permission granted in paragraph 4 above, you may not copy the Font Software; provided, however, you may make one copy of the Font Software for archival purposes only. The archival copy cannot be distributed and can be used only when you have permanently deleted the original or any copy of the Font Software on your device. You may not reverse engineer, decompile, or take any action which results in or is designed to result in gaining access to the source code of the Font Software, except as permitted by law and then only for the purpose of achieving an interoperable program.

3. Ownership. The Font Software supplied with the Product is proprietary and is protected by U.S. and international copyright and trademark law. All rights not expressly set forth herein are reserved. A breach of this End-User License Agreement may subject you to damages and injunctive relief under this Agreement as well as under applicable copyright and trademark law.

4. Limited Warranty. YOU AGREE THAT THE FONT SOFTWARE IS SUPPLIED TO YOU WITHOUT ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. You agree that the Font Software is supplied without any warranty that the Font Software is free of all bugs, errors, and omissions. YOU AGREE THAT IN NO EVENT WILL THE PROVIDER OF THE PRODUCT OR ITS SUPPLIERS,

INCLUDING THE SUPPLIER(S) OF THE FONT SOFTWARE, BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOST PROFITS, LOST DATA, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY PUNITIVE OR SPECIAL DAMAGES, EVEN IF YOU NOTIFIED THE PROVIDER OF THE PRODUCT AND THE SUPPLIERS OF THE FONT SOFTWARE OF THE POSSIBILITY OF SUCH DAMAGES. You agree that your sole and exclusive remedy and the sole liability of the provider of the Product and the supplier(s) of the Font Software for defective Font Software is, upon return of the defective Font Software to the provider of the Product, either and at the sole option of the provider of the Product (i) the replacement of defective Font Software or (ii) the refund of your licensee fee paid for such Font Software. Some jurisdictions do not allow the exclusion or limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the greatest extent permitted by law, any implied warranties not effectively excluded by this Agreement are limited to ninety (90) days. Some jurisdictions do not permit a limitation or exclusion of implied warranties where the product results in physical injury or death, so such limitations or exclusions may not apply to you. In those jurisdictions, you agree that the liability of the supplier of the Font Software for such physical injury shall not exceed one hundred thousand dollars (U.S. $100,000), provided that such jurisdictions permit a limitation of such liability. This warranty gives you specific legal rights. You may have other rights that vary from jurisdiction to jurisdiction. Other than as expressly set forth herein, the Font Software is non-returnable and nonrefundable.

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.