



**\*This is a quote of the cost for services. For an official invoice, please email [sales@repl.it](mailto:sales@repl.it).\***

**REPLIT QUOTE FORM**

**767 Bryant St #210, San Francisco, CA 94107**

**(628) 200-2281**

**[contact@repl.it](mailto:contact@repl.it)**

<b>Customer:</b> Randall K. Cooper HS	<b>Contact:</b> Jillian Maher
<b>Address:</b>	<b>Phone:</b>
	<b>E-Mail:</b> <a href="mailto:jillian.maher2@boone.kyschools.us">jillian.maher2@boone.kyschools.us</a>
<b>Services:</b> Teams for Education, unlimited teams Further information about the plan can be found at: <a href="https://repl.it/teams">https://repl.it/teams</a>  The Replit services and products identified above are collectively referred to as the "Service".	
<b>Services Fees:</b> \$1,000	<b>Paid Service Term:</b> 4/5/2021-4/4/2022
<b>Effective Date:</b> 4/5/2021	<b>K12 discount:</b> 25% off for K12 schools <b>Total Amount Due:</b> \$750 per year

This Order Form is for the purchase of a subscription to the Service specified above. Provision of the Service is subject to all of the terms and conditions of Replit, Inc.'s ("Replit") Terms of Service located at <https://repl.it/site/terms> ("Agreement"). By signing below, the parties through their duly authorized representatives agree to the terms as memorialized in this Order Form, effective as of the Effective Date specified above.

Customer acknowledges that a purchase order is not required for the payment of Replit invoices. No terms included in any purchase order, acknowledgement or other non-Replit ordering document shall apply to the Service.

**Replit, Inc:**

**Customer:**

By: Amjad Masad

By: \_\_\_\_\_

Name: Amjad Masad

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

Title: Founder & CEO

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

# 1. Terms and Conditions ("Terms")

Last updated: 3/3/2021

Please read these Terms and Conditions ("Terms") carefully before using the <https://repl.it/website> (the "Service") operated by Replit, Inc. ("Replit", "us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you are an entity customer located in the European Economic Area ("EEA"), Switzerland or the United Kingdom, you also agree to be bound by the Data Processing Agreement ("DPA") at <https://repl.it/site/dpa>. If you are a Local Educational Agency in the United States, you also agree that our U.S. Student Data Protection Addendum applies and is incorporated herein by reference. If you disagree with any part of these Terms then you do not have permission to access the Service.

## 2. Service

We provide users with a hosted environment to practice coding and to build and deploy software and web servers, made available through our Service.

## 3. Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, your shipping information and CSC number.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you agree to the collection of this information by these third parties.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons, or if fraud or an unauthorized or illegal transaction is suspected.

## 4. User Agreement to Acceptable Use of the Service

Your use of the Service is subject to the prohibitions on use and content contained in the following sections 5 and 6. If you are found to be in violation of these sections, these Terms, or any of our other policies at any time, as determined by Replit in its sole discretion, we may warn you or suspend or terminate your account. Please note that we may change our Terms at any time, and it is your responsibility to keep up-to-date with and adhere to the changes posted here.

## 5. Prohibited Actions

In using the Services, you may not and may not allow any third party, including your end users, to:

1. Send, upload, distribute or disseminate or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content;
2. Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
3. Conduct or forward pyramid schemes and the like;
4. Transmit content that may be harmful to minors;

5. Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent yourself or the source of any email;
6. Create accounts with automation or register accounts in bulk account without prior written approval from Replit;
7. Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
8. Use the Service to violate the legal rights (such as rights of privacy and publicity) of others;
9. Promote or encourage illegal activity;
10. Interfere with or disrupt the Services or create an undue burden on Replit's Service or the networks or services connected to Replit's Service;
11. Use the Service to attack or tamper with other websites, services, and individuals;
12. Perform significant load testing without first obtaining Replit's written consent (email permitted), as otherwise these may be treated as denial-of-service attacks;
13. Launch any automated system, including without limitation, "robots", "spiders", or "offline readers" that access the Service in a manner that sends more request messages to the Replit servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, Replit may grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Replit reserves the right to revoke these exceptions either generically or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Services for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their content;
14. Rent, lease, loan, or sell access to, or otherwise attempt to transfer any right in Replit's website (which includes its software and documentation) to a third-party, through framing or any other method;
15. Modify, adapt, translate, or reverse engineer any portion of the Service;
16. Remove any copyright, trademark or other proprietary rights notices contained in or on the Service;
17. Reformat or frame any portion of the web pages that are part of the Service's administration display;
18. Use the Service to "mine" bitcoins and other cryptocurrencies;
19. Display any content on the Service that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights;
20. Modify the Replit logo or any other Replit Marks or logos;
21. Send unsolicited messages or use the Service to send unsolicited messages (also known as junk mail or SPAM);
22. Repeatedly fork or clone projects to run or host the same code creating undue load on the Service.

## 6. Prohibited Content

You may not upload or transmit any of the follow types of User Content (as defined below) on or through the Service:

- User Content that infringes a third party's rights (e.g., copyright) according to applicable law;
- Excessively profane User Content;
- Hate-related or violent User Content;
- User Content advocating racial or ethnic intolerance;
- User Content intended to advocate or advance computer hacking or cracking;
- Other illegal activity, including without limitation illegal export of controlled substances or illegal software;
- Drug paraphernalia;
- Phishing;
- Malicious User Content;
- Other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.

## 7. Quota & Limits

Replit has certain soft and hard limits in using its service. Hard limits are automatically enforced by the Service. Soft limits are consumable resources that you agree not to exceed.

- CPU per repl: determined by plan (hard)
- RAM per repl: determined by plan (hard)
- Concurrent repls: 20 (hard)
- Storage per repl: 1 GB (hard)
- Storage per account: determined by plan (soft)
- Network bandwidth: 100 GB (soft)

## 8. Your Use of Content on the Service

In addition to the general restrictions set forth above, the following restrictions and conditions apply specifically to your use of our content made available on the Service, and the trademarks, service marks and logos ("Marks") on the Service (collectively referred to as "Service Content"). The Service Content is owned or licensed by Replit or others, and is subject to copyright and other intellectual property rights under the law. Service Content is provided to you on a strictly as-is basis. You may access Service Content for your information and personal use solely as permitted under these Terms. You shall not download any Service Content unless you see a "download" or similar link displayed by Replit on the Service for that Service Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Service Content for any other purposes without the prior written consent of Replit or the respective licensors of such Service Content. Replit and its licensors reserve all rights not expressly granted in and to the Service and the Service Content. You agree not to circumvent, disable, or otherwise interfere with the security-related features of the Service or features that prevent or restrict use or copying of any Service Content or enforce limitations on the use of the Service or Service Content. You understand that when using the Service, you will be exposed to Service Content from a variety of sources, and that Replit is not responsible for the accuracy, usefulness, safety or intellectual property rights of or relating to such Service Content. You further understand and acknowledge that you may be exposed to Service Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, except as prohibited by law, any legal or equitable rights or remedies you have or may have against Replit with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless

Replit, its owners, operators, affiliates, licensors and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

## 9. Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other services. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## 10. Notice and Communications

By creating an account on our Service, you agree that, from time to time, we may contact you to notify you about certain changes or additions to the Service or regarding your use of the Service. Where we require that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required or permitted by these Terms, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give us notice by emailing us at [terms@replit.it](mailto:terms@replit.it).

## 11. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## 12. User Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("User Content"). Because part of the Service includes freeform text boxes for purposes of uploading User Content, you fully control type and nature of the User Content you upload, and as such you (and not Replit) are responsible for the User Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting User Content on or through the Service, You represent and warrant that: (i) except as provided in the "Open Source and User Content" section below, the User Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright or any other intellectual property right.

Except as provided in the "Open Source and User Content" section below, you retain any and all of your rights to any User Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and except where prohibited by law, assume no liability for User Content you or any third party posts on or through the Service. However, by posting User Content using the Service you grant us the non-exclusive, worldwide, royalty-free, fully paid-up, sublicensable and transferable right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content on and through the Service in accordance with these Terms and our Privacy Policy. You agree that this license includes the right for us to make your

User Content available to other users of the Service, who may also use your User Content subject to these Terms.

Replit has the right but not the obligation to monitor, edit, remove, or share User Content provided by users where it believes in good faith that it is necessary to comply with applicable law or to ensure the consistency, security, and stability of our Service.

Except as provided in the "Open Source and User Content" section below, you may not distribute, modify, transmit, reuse, download, repost, copy, or use said User Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

## 13. Open Source and User Content

By posting User Content on certain portions of the Service or through certain features or functionalities of the Service, such User Content may be automatically subject to an open source license. Additional terms and conditions related to open source licensing on the Services can be found at this link, <https://docs.repl.it/misc/licensing>, and such terms and conditions are hereby incorporated into these Terms by reference.

## 14. Accounts; Account Termination Policy

Unless you are a Teams for Education student user, when you create an account with us, you represent and warrant that you are above the age of 13, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

Replit may terminate a user's access to the Service if the user is determined to be a repeat infringer of our Copyright Policy below or if in Replit's sole discretion, Replit determines that a user has breached or otherwise violated these Terms. If Replit, in its sole discretion, determines that a user or User Content violates these Terms for any reason, Replit may at any time, without prior notice and in its sole discretion, remove such User Content and/or terminate a user's account. In addition to the foregoing, we reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## 15. Copyright Policy

We respect the intellectual property rights of others, it is our policy to respond to any claim that User Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [terms@repl.it](mailto:terms@repl.it), with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any User Content found on and/or through the Service on your copyright.

## 16. Indemnification

You agree to defend, indemnify and hold harmless Replit, Inc. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

## 17. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. You can contact our Copyright Agent via email at: [dmca@replit.it](mailto:dmca@replit.it), or by mail at 767 Bryant Street #210, San Francisco, CA 94107.

## 18. Intellectual Property

The Service and its original content (excluding User Content provided by users), features and functionality, including without limitation, all intellectual property rights therein, are and will remain the exclusive property of Replit and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Replit.

## 19. Links To Third Party Web Sites, Advertisements and Services

Our Service may contain links to third party web sites, advertisements or services that are not owned or controlled by Replit.

Replit has no control over, and to the fullest extent permitted by law, assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Replit cannot and will not review, censor, endorse or edit the content of any third-party site, services or advertisements. Where the Service contains links to such third-party websites, services or advertisements, these links are provided for your information and convenience only. You acknowledge and agree that your use of any third-party websites, services and/or advertisements is at your own risk and that you should apply a suitable level of caution and discretion in accessing any such third-party links. When you click on any third-party links, the applicable third party's terms and policies apply, not these Terms. To the fullest extent permitted by law, by using the Service, you expressly relieve Replit from any and all liability arising from your use of any third-party

website, services or advertisements and/or from your use of or access to any third-party content made available through the Service, including without limitation, any User Content made available or accessed through your interactions with other users of the Service.

You acknowledge and agree that to the fullest extent permitted by law, Replit shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We highly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## 20. Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 21. Indemnification

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Replit and its licensee and licensors, and their employees, contractors, agents, officers and directors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) your breach or violation of these Terms, c) User Content posted on the Service and/or d) your violation of any law or regulation.

## 22. Limitation of Liability

In no event shall Replit, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose. Replit's total, cumulative liability for any claim, loss or damage arising out of or relating to these terms shall be one hundred dollars (\$100.00 USD).

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR: (X) DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS; (Y) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (Z) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

## 23. Warranty Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, the Service is provided without warranties of any kind



whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Replit, Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, be error-free, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; d) the results of using the Service will meet your requirements; or (d) that the Service and/or any content made available through the Service will be accurate or complete.

Replit assumes no liability or responsibility for any errors, mistakes or inaccuracies of content, any personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, any unauthorized access to or use of our Service, any interruption or cessation of transmission to or from the Service, any bugs, viruses, Trojan horses or the like which may be transmitted to or through our Service by any third party and/or any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of the Service and/or any content posted, emailed, transmitted or otherwise made available via the Service.

Some jurisdictions do not allow for limited liability or exclusion of implied warranties, so not all of the above limitations and/or warranty disclaimers may apply to you. You acknowledge and understand that the disclaimers, exclusions and limitations of liability set forth herein form an essential basis of the agreement between the parties hereto, that the parties have relied upon such disclaimers, exclusions and limitations of liability, and that absent such disclaimers, exclusions and limitation of liability, the terms and conditions of these Terms would be substantially different.

## 24. California Civil Code §1789.3

In accordance with California Civil Code §1789.3, you may report complaints to the California Department of Consumer Affairs by contacting them in writing at 400 R. Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

## 25. Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

## 26. Assignment

These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be freely assigned by Replit without restriction.

## 27. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide you with notice in accordance with applicable legal obligations.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

## 28. Contact Us

If you have any questions about these Terms, please contact us at [terms@replit.it](mailto:terms@replit.it).