

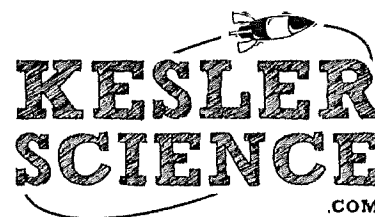
Kesler Science

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QUOTE

ADDRESS

Ockerman Middle School

8300 US-42

Florence, KY 41042

QUOTE # 3539**DATE 03/22/2021**

ACTIVITY	QTY	RATE	AMOUNT
Membership:Kesler Science Membership	7	299.00	2,093.00
Kesler Science Membership			

1. Please send Purchase Order to chris@keslerscience.com
2. Include the name and email address of the user(s) so that accounts can be created.
3. Include the full name and email address of the curriculum coordinator or department chair for future follow-ups.
4. Texas Schools/Districts Only, please also attach your tax exempt form when sending the PO.

TOTAL**\$2,093.00**

Accepted By

Accepted Date

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Access to Websites.

1. The www.keslerscience.com website (“the Main Site”) is hosted by WordPress and is also subject to their terms and conditions.
2. The lessons.keslerscience.com website (“the Product Site”) is operated as an account hosted by Thinkific and is also subject to their terms and conditions.
3. Both sites are referred to collectively as “the Websites”.
4. The Websites are only available to individuals who are at least 16 years old.
5. At no time are students permitted create a log in or use another’s login to access the materials of the Product Site.

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3. You make a purchase of a subscription/membership through the Website payment portal. This purchase grants you license to download and use the products included in the membership as long as the subscription/membership is kept active, subject to the printing and digital distribution limits listed below.
4. Your school/district makes a one-time purchase of a product or bundle of products through the Website and selects you as the user. This purchase grants you license to download and use the purchased product for as long as you are employed by and authorized by your school to do so, subject to the printing and digital distribution limits listed below. Schools/districts may request, in writing, that access to a school-purchased product be revoked for one user and reassigned to another.
5. Your school/district makes a purchase of a subscription/membership directly from Kesler Science LLC by purchase order/invoice and selects you as the user. This purchase grants you license to download and use the offered product as long as the subscription/membership is kept active and you are employed by and authorized by your school to do so, subject to the printing and digital distribution limits listed below. Schools/districts may request, in writing, that access to a school-purchased subscription/membership be revoked for one user and reassigned to another.

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 - Login Holders may leave materials for substitute teachers who are teaching on their behalf.
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2. Only one teacher may access the Website products through a single subscription/membership login. Multiple teachers may not share a single subscription/membership login.

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1. By purchasing a product or subscription/membership, you agree to pay Kesler Science, LLC the one-time and/or monthly or annual subscription fees indicated (additional payment terms may be included in other communications).

2. Subscription/membership payments made through the Website payment portal will be charged on a pre-pay basis on the day you sign up and will cover the use of that service for a monthly or annual subscription period as indicated. Payments are not refundable.
3. Subscription/membership payments made by invoice/purchase order are due net 30 days.

Automatic Renewal.

1. Subscriptions/memberships purchased through the Website payment portal are subject to automatic renewal.
2. If you do not cancel your automatically renewing subscription/membership, you authorize us to collect the then-applicable annual or monthly subscription fee for such subscription (as well as any taxes) using any credit card or other payment mechanism we have on record for you.
3. The account will become inactive if a payment is not made or is declined after three attempts.
4. **Purchases made through the invoice/purchase order process are not subject to automatic renewal.**

Cancellations.

1. Subscriptions and memberships made by you through the Website can be canceled directly by you, the user, through your account settings, up to 48 hours before the next renewal.
2. If you wish to have Kesler Science, LLC cancel the automatic renewal, you must notify Kesler Science at least 10 days before the end of the applicable subscription period. Cancellation requests must be submitted to Kesler Science, LLC in writing via email to chris@keslerscience.com.

Services.

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2. You may display the products digitally on a third-party platform only if the products are secured with a login or other credential that limits access to your students of record.
3. The products may be emailed to your students of record through their own email addresses or their designated parent/guardian email address.
4. The products may be uploaded to your Google Drive and shared from there solely with your students of record. The share settings must not use any settings that allow public access.
5. You may record yourself using the materials to teach, but the video may only be distributed to your students of record in a non-public manner.
6. **For these limited means of digital distribution to be permitted, your license must be valid (see Licensing, above). When your license expires due to the end of a subscription, membership, or school decision, the authorization to digitally distribute expires as well. Recordings of the materials may not be re-used after the license expires.**
7. The products must not be shared in a public website, shared directory, or open third-party educational platform. Failure to comply is a copyright infringement and a violation of the Digital Millennium Copyright Act (DMCA).
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1. The materials on lessons.keslerscience.com are accessed via a third-party browser-based platform (Thinkific). It is your responsibility to check that you

are within the technical requirements of the platform before you attempt to use it.

2. The products sold by Kesler Science LLC are not software. The lesson materials are files in digital format downloaded from the Thinkific platform. The materials are in Word, PowerPoint, PDF, JPEG, or PNG format.
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4. Some materials include links to Google Forms created by Kesler Science LLC. Kesler Science LLC does not capture any information from the forms; you are required by the link to make your own copy to your own Google Drive before you can access the form for editing and distribution. Google and Google Drive have their own policies and are not subject to these Terms. It is your responsibility to research and accept those terms.
5. Students must not log in to the Thinkific platform. Only teachers are assigned logins with which they sign in to download materials.
6. The products are Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA) and Children's Internet Protection Act (CIPA) compliant because they do not collect any student information. Only teachers log in to the system; Kesler Science LLC never interacts with student information.

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3. you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
4. the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
5. the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
6. the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
7. your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
8. your blog is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and
9. you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Kesler Science, LLC or otherwise.
10. By submitting Content to Kesler Science, LLC for inclusion on your Website, you grant Kesler Science, LLC a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your blog. If you delete Content, Kesler Science, LLC will use reasonable commercial efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.
11. Without limiting any of those representations or warranties, Kesler Science, LLC has the right (though not the obligation) to, in Kesler Science's sole discretion (i) refuse or remove any content that, in Kesler Science's sole opinion, violates any Kesler Science, LLC policy or is in any way harmful or

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2. Kesler Science LLC collects the personal information given by you or your school, such as your name and email address, during registration or purchasing. Kesler Science LLC may also collect data from third-party website analysis providers. Kesler Science LLC may share that information with vendors and platforms used to service accounts, subject to their privacy policies. Kesler Science LLC does not sell any personal information or data collected from website analysis.
3. Kesler Science LLC may send you emails about the Website and related products, subscription/membership renewals, and general information useful to teachers. Kesler Science LLC may also use your email to survey you about your usage or collect your opinion. If you no longer wish to receive emails that do not pertain to your account, you may click the unsubscribe link found at the bottom of each email. You may also email chris@keslerscience.com to request

removal of your name from the general list. Kesler Science LLC may still contact you about your account and other information particular to you.

4. Kesler Science LLC may disclose your personal information as required by law, in support of a disputed transaction, or if you violate the Terms of Service. If you are a user of a school-purchased product, Kesler Science LLC will share information about your use of that account with the school.
5. Kesler Science LLC reserves the right to modify this privacy policy at any time. Changes and clarifications will take effect immediately upon their posting on the Website.

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1. **Limitation of Liability.** In no event will Kesler Science, LLC, or its officers, directors, employees, owners, members, suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: any special, incidental or consequential damages; the cost of procurement for substitute products or services; for interruption of use or loss or corruption of data; or for any amounts that exceed the fees paid by you to Kesler Science, LLC under this agreement during the twelve (12) month period prior to the cause of action. Kesler Science, LLC shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
2. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the Kesler Science, LLC Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you

reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

3. Indemnification. To the extent of the applicable law, you agree to indemnify and hold harmless Kesler Science, LLC, its contractors, and its licensors, and their respective directors, officers, members, employees, and agents from and against any and all claims and expenses brought by third parties, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
4. Miscellaneous. This Agreement, in addition to the agreements and policies referenced herein, constitute the entire agreement between Kesler Science, LLC and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Kesler Science, LLC, or by the posting by Kesler Science, LLC of a revised version hereof. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of Texas, USA, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Harris County, Texas. Except for claims for injunctive relief or claims regarding intellectual property rights (which may be brought in any competent court having personal and subject matter jurisdiction), any dispute arising under this Agreement shall be first submitted in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") to an arbitrator appointed in accordance with such Rules. The arbitration shall take place in Harris County, Texas, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If a lawsuit is commenced in violation of this provision, such suit shall be abated in full pending the outcome of the arbitration. If any part of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Kesler Science, LLC may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.