



# QUOTE

312 East Walnut Street, Suite 200  
Lancaster, PA 17602  
Phone: (800) 220-2175  
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Prepared By      Marcus Esters  
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Quote Number      00018154  
Created Date        8/31/2021  
Quote Expires       11/28/2021

Prepared For      Don Black  
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Ship To Name      Ignite Institute  
AES products are online resources with no shipping component >  
access opened upon receipt of PO or payment (whichever is first)

Product	Quantity	Months	Price/Unit	Total Price
HealthCenter21 Student License	139	12	\$55.00	\$7,645.00
Grand Total				\$7,645.00

## Terms & Access

Contract Start Date 10/1/2021

AES Digital Curriculum System with Instructor Access

**Topics:** Health Career Exploration, Health Science Foundations, Medical Assisting, Nurse Assisting, Patient Care Tech, EMR/EMT

**Support:** Live Chat, Webinars, Phone, Email, and Online Help Center

**Updates:** Includes all additions and updates to the product for your subscription plan. See detail at <https://www.aeseducation.com/updates/>

## Ordering Instructions

### Include Quote Number on any Purchase Orders or Checks

#### Purchase Orders

Email to [orders@aeseducation.com](mailto:orders@aeseducation.com) or fax to 717-627-5643

Invoices are sent via email after Purchase Order receipt unless otherwise specified

#### Checks

Mail to Applied Educational Systems: 312 East Walnut Street, Suite 200 Lancaster, PA 17602

#### Credit Card - Amounts Under \$5,000 Only

Complete online at <https://learn.aeseducation.com/payments>

Note that a processing fee may be applied for Credit Card transactions over \$5,000

## **SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (the "Agreement") is made as of the date of the last signature of the parties set forth below (the "Effective Date"), by and between Applied Educational Systems, Inc., a New Jersey corporation ("AES") and Ignite Institute (the "Customer").

In consideration of the matters described above and of the mutual benefits and obligations contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and AES (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **1. Services**

The Customer hereby agrees to engage AES to provide the following services (the "Services"):

License Type	Description	Annual Cost
HealthCenter21	<ul style="list-style-type: none"><li>• Access for all staff members and up to 139 students (\$55 per student)</li><li>• Google Single Sign-On</li><li>• All modules in the Health Center 21 Platform</li><li>• Any new curriculum or updates added during contract term</li><li>• Personalized webinar training for staff (must be scheduled 14 days in advance to guarantee availability)</li><li>• Phone, live chat, and email support</li></ul>	\$7645.00

The Services may also include any other tasks which the Parties may agree on in writing. AES hereby agrees to provide such Services to the Customer.

### **2. Information to be Provided by the Customer**

The Customer is responsible for furnishing to AES a current list of staff members who require access. For each staff member the information will include their first name, last name, and district email address.

Other necessary information must be agreed upon by the Parties.

### **3. Term**

This Agreement will commence on October 1, 2021 and will continue in effect through September 30, 2022. The Term of this Agreement may be extended with the written consent of the Parties.

### **4. Payment**

Upon receipt of a Purchase Order, AES will distribute invoices to the Customer for payment. Invoices are payable via check or ACH. Payment is due within 30 days of invoice receipt. Access to services will be enabled upon receipt of the Purchase Order.

## **5. Ownership**

All intellectual property, digital learning content and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of AES. The Client is granted a non-exclusive limited-use license of this Intellectual Property. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with AES.

## **6. Indemnification**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **7. Miscellaneous**

- a. **Modification of Agreement.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
- b. **Assignment.** AES will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.
- c. **Entire Agreement.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
- d. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- e. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

- f. **Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the Effective Date.

Ignite Institute

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applied Educational Systems, Inc.

Signature: \_\_\_\_\_

Name: Christiaan Filoon

Title: Director of Sales

Date: \_\_\_\_\_

Notice Address:

312 East Walnut Street, Suite 200  
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