PRICE QUOTE, PROGRAM CONFIRMATION & AUTHORIZATION FOR EARLY TEACHER ACCESS (2021-22)

Conner Senior High School ("School or District" or "Customer") is confirming participation in, and seeking authorization for early pre-academic term teacher access to Project STEM programs ("Project STEM Programs") as listed in the attached price quote (PQ#: 22-44634-2).

Customer acknowledges that access to Project STEM programs require a validly issued purchase order ('Purchase Order'), and that this order form indicates an agreement and commitment to issue such Purchase Order as detailed in the attached Price Quote.

Customer agrees that a validly issued Purchase Order will be issued by or before the Issuance date listed below:

Early Teacher Access Date: Within 7 business days

Purchase Order Issuance Date: 12/1/2021

Authorized signatories sign below and return to: **pathways@projectstem.org**

SCHOOL/DISTRICT NAME:	**CONNER SENIOR HIGH SCHOOL**
SIGNATURE:	
NAME: (PRINTED)	
TITLE: (PRINTED)	
DATE:	

W-9 & HOW TO ORDER:

INSTRUCTIONS FOR SCHOOLS

To receive account access, one of the following must be submitted:

- Signed Authorization for Early Teacher Access form (see page one of this packet)
- Purchase Order
- Payment via Credit Card, Check, or ACH

PURCHASE ORDERS & PAYMENTS	
W-9	[Click here](#) to access.
Purchase Orders:	Purchase orders are accepted. - Please <u>email</u> all documents to your School Partnerships Manager or to pathways@projectstem.org for processing. - Once we receive the purchase order, invoices will be sent to the billing and/or educator contact.
Request an Invoice:	To request an invoice, email your School Partnership Manager or email pathways@projectstem.org. Please copy/paste the following for reference : - Project STEM School ID#: 44634 - Price Quote #: 22-44634-2
Credit Card:	All major credit cards are accepted. - A secure link to pay by credit card will be included on your invoice. - Alternatively, you can call your School Partnerships Manager who can take your information by phone.

Check:	Please mail your check and documents directly to the address below.
	    Attn: Project STEM
	    Curriculum K12 Partners
	    24 W Railroad Ave Ste. #122
	    Tenafly, NJ 07670

ACH	Up-to-date wire instructions can be provided upon request.

PROJECT STEM
Curriculum K12 Partners

PRICE QUOTE

SCHOOL ID: 44634

PQ NUMBER:	CREATED DATE:	EXPIRY DATE:
22-44634-2	10/5/2021	12/1/2021

Customer:
Conner Senior High School
3310 Cougar Path
Hebron, KY 41048
(859) 334-4400
Attn: Jennifer Biddle
CTE Dept Chair

Payments to:
24 W Railroad Ave
Ste. #122
Tenafly, NJ 07670
Attn: Jeff Hogan, Project STEM
jeff@projectstem.org

School Order:

PRODUCT	STUDENT LICENSES	QUANTITY	SALES PRICE	TOTAL PRICE
Project STEM Pathways in Computer Science Bundle - School License: ● Project STEM CS Python Fundamentals – School License ● Project STEM AP Computer Science Principles – School License ● Project STEM AP Computer Science A – School License ● Project STEM Professional Development Course for CS Python Fundamentals – Teacher License ● Project STEM Professional Development Course for AP Computer Science Principles – Teacher License ● Project STEM Professional Development Course for AP Computer Science A – Teacher License	Unlimited	1	$3,000	$3,000
● Project STEM CS Explorations 1 in Scratch – School License ● Project STEM Professional Development Course for CS Explorations 1 – Teacher License	200			

At-Cost Subtotal	$3,000.00
Shipping & Handling	$0.00
Grand Total	$3,000.00

SCOPE

Scope and Duration
- Scope of Project STEM Pathways for Computer Science Program (for Schools Selecting the Bundle School License option):
    - Includes access to all course materials.
    - School licenses include two teacher licenses per course.
    - Professional development licenses include two teacher licenses per course.
    - AP Exam fees not included for AP courses.
    - Includes web-based access to course materials
    - Includes a web-based dashboard and in-detail view of student progress and performance, and ongoing technical, content and instructional support.
- Prices do not include sales tax, if applicable.
- Payment terms, net 30 days.
- All sales are final. No returns permitted.
- Term of License: from date set forth on invoice until June 30, 2022.

This Price Quote is subject to the Standard Terms & Conditions of Curriculum K12 Partners, as provider for Project STEM curriculum. Issuance of a purchase order or payment pursuant to this Price Quote shall be deemed acceptance of such Terms & Conditions.

TERMS & CONDITIONS

1. <u>Scope</u>. Customer and Curriculum K12 Partners, Inc. ("Curriculum K12 Partners" or "Provider") in partnership with Project STEM ("Project STEM") wish to enter into the agreement created by the price quote associated with this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Project STEM will deliver one or more of the following products or services, as specified on the Quote: Project STEM digital and print curriculum and instructional materials, and Project STEM professional development materials and ongoing curricular support (collectively, the "Project STEM Products" or "Products").

2. <u>License</u>. Subject to the terms and conditions of this Agreement, Provider grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized Users to access and use the Project STEM Products during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees. "Authorized User" means an individual teacher or other personnel employed by Customer, or authorized individual students that will access Products in the course of instruction at Customer's school subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so authorized. If Customer license specifies access for up to a certain quantity of students, the number of Authorized Users, and any applicable license fees, will be deemed to apply up to the number of actual authorized students enrolled during the Term of this Agreement, and the balance of any unused license fees will be deemed to be billable toward teacher support and training fees for this Customer. Each Authorized User's access and use of the Products shall be subject to Project STEM Terms of Use, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. <u>Restrictions</u>. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. <u>Reservation of Rights</u>. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the exclusive property of Provider, Project STEM and/or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Provider of any violation of our IP Rights in the Products, and shall reasonably assist as necessary to remedy any such violation.

5. <u>Payments</u>. In consideration of the Products, Customer will pay the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has provided notification in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes.

6. Authorized Users. For Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Provider immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Provider will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

7. Confidentiality. Customer acknowledges that, in connection with this Agreement, it has been provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

8. Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that such PII is being obtained as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement and no actions will be taken to cause Customer to be out of compliance with FERPA or other applicable laws relating to PII.

9. Customer Materials. Customer represents, warrants and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content and other materials provided to or collected on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"). Customer is solely responsible for the accuracy, integrity, completeness, quality, legality and safety of such Customer Materials.

10. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY Project STEM. ALL WARRANTIES, EXPRESS OR IMPLIED ARE EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, PROVIDER NOR PROJECT STEM MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. PROVIDER IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES. THIS AGREEMENT DOES NOT CREATE ANY RELATIONSHIP BETWEEN CUSTOMER AND ANY PROVIDER OF THIRD PARTY CONTENT AND SOFTWARE, AND NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY PROVIDER WITH RESPECT TO ANY THIRD PARTY CONTENT OR SOFTWARE.

11. Limitation of Liability. IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT,

STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO PROVIDER FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

12. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, either party shall have the right to terminate this Agreement for convenience, provided however that nothing shall relieve Customer of its obligations to pay on amounts owed pursuant to this Agreement. Either party shall also have the right to terminate this Agreement if the other party or Authorized User materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed all copies of any Products and, if so requested, certify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless such fees were paid in advance for services not yet rendered at the time of termination. Customer will be responsible for the cost of any continued use of Products following such termination. Upon termination, any PII of students provided hereunder will be returned or destroyed. Notwithstanding the foregoing, nothing shall require the return or destruction of any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

13. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Either party may assign this Agreement and any of its rights or obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties and the name of a party appearing herein shall be deemed to include the names of such party's successors and assigns to the extent necessary to carry out the intent of this Agreement. No assignment will relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Provider shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network