



Simformotion™ LLC is the licensee for Cat® Simulators for Caterpillar Inc.

316 SW Washington Street, Suite 300 Peoria, IL 61602 USA

T + (309) 670-7595 F 309-263-0127 Tax ID 36-4643456 www.simformotion.com

CUSTOMER				SHIP TO			
Boone County Schools 8330 US HWY 42 Florence, KY 41042				Riegler Blacktop 19 Lendale Drive Florence, KY 41042-0000			
Quote Date	2/24/2022			Currency	USD		
Account Manager	Curtis Meyer			Payment Term	PrePay		
				Shipping Method	Real Time Shipping Method		
Item Name	Qty	UM	Item Description	Sales Price	Disc	Net Price	Ext Price
G4-HEX-CMM3	1	EACH	G4 - Hydraulic Excavator - Simulator System w/ 3 Screens on 120v Motion	\$ 67,929.30	10.00%	\$ 61,136.37	\$ 61,136.37
SPPT12	1	EACH	12 Months Technical Support & Maintenance Updates	\$ 0.00	.00%	\$ 0.00	\$ 0.00
SPPT24R	1	EACH	24 Months Technical Support & Maintenance Renewal	\$ 0.00	.00%	\$ 0.00	\$ 0.00
G4-ACE-BNDL	1	EACH	G4 -Advanced Excavator Bundle - Level 2 Adv Training Exercises	\$ 10,568.62	10.00%	\$ 9,511.76	\$ 9,511.76
G4-ACE-VR	1	EACH	Advanced Construction Excavator VR Edition - Includes Sensors, Hardware and Custom Software for Adv Exercises	\$ 5,999.00	10.00%	\$ 5,399.10	\$ 5,399.10
G4-MBL-KIT-M	1	EACH	Simulator Mobility Kit- On Motion	\$ 1,227.69	10.00%	\$ 1,104.92	\$ 1,104.92
G4-TTT-CMM4	1	EACH	G4 - Track Type Tractor - Simulator System w/ 4 Screens on 120v Motion	\$ 76,470.94	10.00%	\$ 68,823.85	\$ 68,823.85
SPPT12	1	EACH	12 Months Technical Support & Maintenance Updates	\$ 0.00	.00%	\$ 0.00	\$ 0.00
SPPT24R	1	EACH	24 Months Technical Support & Maintenance Renewal	\$ 0.00	.00%	\$ 0.00	\$ 0.00
G4-AD-BNDL	1	EACH	G4 - Advanced Dozer Bundle - Level 2 Adv Training Exercises	\$ 13,471.23	10.00%	\$ 12,124.11	\$ 12,124.11
G4-AD-VR	1	EACH	Advanced Dozer VR Edition - Includes Sensors, Hardware and Custom Software for Adv Exercises	\$ 5,999.00	10.00%	\$ 5,399.10	\$ 5,399.10
G4-MBL-KIT-M-2	1	EACH	Simulator Mobility Kit- On Motion W/ Rear TV	\$ 1,264.87	10.00%	\$ 1,138.38	\$ 1,138.38
LBR0014	1	EACH	Installation & Training - Onsite Train the trainer service - 2 Days - Customize reports, setup users, adjust metrics - Travel Expenses Included	\$ 4,900.10	.00%	\$ 4,900.10	\$ 4,900.10
SSC-HEX	1	EACH	SimScholars™ Hydraulic Excavator Curriculum Introductory Rate – Yearly Subscription 1,998.00	\$ 0.00	.00%	\$ 0.00	\$ 0.00

Please see Notes for additional information and Terms and Conditions

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Quote Date	2/24/2022	Currency	USD	Payment Term	PrePay
Account Manager	Curtis Meyer			Shipping Method	Real Time Shipping Method

Item Name	Qty	UM	Item Description	Sales Price	Disc	Net Price	Ext Price
SSC-ACE-BNDL	1	EACH	SimScholars™ Advanced Construction Excavator Curriculum Introductory Rate Bundle with HEX – Yearly Subscription 1,298.00	\$ 0.00	.00%	\$ 0.00	\$ 0.00
SSC-TTT	1	EACH	SimScholars™ Track Type Tractor Curriculum Introductory Rate – Yearly Subscription 1,998.00	\$ 0.00	.00%	\$ 0.00	\$ 0.00
SSC-AD-BNDL	1	EACH	SimScholars™ Advanced Dozer Curriculum Introductory Rate Bundle with TTT – Yearly Subscription 1,298.00	\$ 0.00	.00%	\$ 0.00	\$ 0.00

Sub Total	\$ 169,537.69
Freight	\$ 1,915.85
Other Name	\$ 0.00
Sales Tax	\$ 0.00
Due Total	\$ 171,453.54
Credit	\$ 0.00
Payments	\$ 0.00
Balance	\$ 171,453.54

NOTES
Note: On-site installation and training schedule is based on trainer availability and global travel alerts/warnings (where applicable). Discuss any questions about installation and training with your Account Manager.
These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.
Simformotion LLC's Terms & Conditions of sale apply. Prices listed here are good for 30 days from date. International Terms of Sale: CIP (All overseas taxes and import fees are the responsibility of the purchaser.)

Acceptance of Quote or Sales Order is subject to our standard terms & conditions of sale located:
<http://catsimulators.com/customer-service/>

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Simformotion™ LLC
A Licensee for Cat® Simulators for
Caterpillar Inc.

316 SW Washington St., Suite 300
Peoria, IL 61602

Simformotion LLC (dba Cat Simulators) is the sole distributor of Cat Simulators. There are no other distributors of Cat Simulators. Since 2009, Simformotion has been licensed to produce Cat branded simulators. Under the licensing agreement, Caterpillar provides machine technical data, engineering specifications, audio recordings of machine sounds and subject-matter experts for realism and training content. Simformotion brings superior software and hardware development, production and 24x7 support to its customers.

Cat Simulators has the following unique capabilities that no other simulator providers offer:

- The expertise from the worldwide leader in heavy equipment in development
- Caterpillar OEM controls
- Convertible application with the chassis to be used with various applications in the Forestry, Construction or Mining industries.
 - The conversion kits available for the full simulator chassis include the applications of Track Feller Buncher, FM Log Loader, Medium Track Type Tractor, Advanced Dozer, Larger Track Type Tractor, Small Wheel Loader, Large Wheel Loader, Mining Truck, Off Highway Truck, Underground Load Haul Dump, Electric Rope Shovel, Hydraulic Excavator, Advanced Construction Excavator, Motor Grader, Articulated Truck, Backhoe.
- SimLite family of simulators
- Multiple monitor configurations
- Optional Virtual Reality capability for select simulators
- Motion system with 3-Degrees of Freedom
- Mobility module that allows for ease of transport
- SimU Campus
 - Records reporting software that tracks the progress of the operator
 - Benchmarks set by Caterpillar expert operators with ability to customize benchmarks to fit the need of the instructor/operator
- Live, US based, support department available 24x7x365

Caterpillar is committed to helping customers get the most efficiency, production and longevity from their machines. That begins with well-trained operators who know how to use and maintain machines correctly. Operators trained using Cat Simulators can learn and master machine applications and techniques faster than with traditional methods of training.

Caterpillar and Simformotion are dedicated to developing the most realistic training simulators on the market. Cat Simulators are sold in countries around the world to train heavy equipment operators efficiently, effectively and safely. Organizations considering the purchase of heavy equipment simulators should consider the benefits and value of Cat Simulators.

TERMS OF SERVICE

The present Terms of Service set forth the general terms and conditions of use of Cat® Simulators software and hardware supplied by Simformotion™ LLC to its Cat® Simulators Users and Customers, as well as the Services which may be contracted by Customers.

License

Subject to the terms and conditions of this Agreement, Simformotion™ LLC will grant you a non-exclusive, non-transferable, limited right and license to access and use a Cat Simulator(s) as made available by Simformotion LLC.

Use of the Simulator

If you are a User, you may access the contents and services which you have rented or purchased, but you may not re-sell, reproduce or publicly communicate such content and/or services or the results thereof. You are responsible for maintaining the confidentiality of the simulator license and access and for ensuring that they are not used by any third party. You agree to immediately notify Simformotion™ LLC of any unauthorized use of your license, or any other breach of security known to you. Additionally, if you choose to do so, you may access our Services and become a Customer by taking the appropriate steps indicated by our Account Managers, with your prior acceptance of the particular terms and conditions that shall apply to such Services.

Intellectual Property Rights

All Intellectual Property Rights of Simformotion™ LLC and Cat Simulators are the proprietary information of Simformotion LLC. Simformotion LLC has exclusive ownership of all enhancements, alterations, modifications, fixes, patches, workarounds and other additions to the simulation software and hardware. The brand, name and all Intellectual Property in and to the simulation software and hardware vests in Simformotion LLC and that nothing in this Agreement shall operate to transfer, or is intended to operate or transfer, any right, title or interest in or to the simulator software and hardware. All rights granted are limited to the specific provisions hereof and all rights not expressly granted in this Agreement are retained by Simformotion LLC. You shall not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any relevant element of the software or hardware; (ii) modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to use the relevant elements of the software or hardware; (iv) remove or alter any proprietary notices from the software or hardware or otherwise any reference to the Simformotion LLC or Caterpillar brands or name and you shall not otherwise rebrand or repackage any relevant element of the software or hardware; or (v) frame or mirror any content contained on, or accessible from, the software, or (vi) otherwise replicate or seek to replicate the functionality or look and feel of the software or hardware. In the improbable event that we become aware, by any means, of contents and/or services that may infringe the laws or these Terms and/or the applicable particular terms and conditions, or of the unlawful, unauthorized or fraudulent use, we reserve the right to take legal action.

User/Customer Obligations

Further to other undertakings set forth herein, as a User or Customer, as the case may be, you hereby agree to the following:

- You are responsible for obtaining and maintaining all computer hardware, software, communications equipment and/or services needed to access the hardware and software.

- You are solely responsible for your actions while using the software and hardware, any Services and the contents of the Cat Simulators web page.
- You will not upload or distribute in any way files that contain viruses, trojans, worms, time bombs, logic bombs, corrupted files, or any other similar software or programs that may damage the operation of the Cat Simulator.
- You will not use the software or hardware for illegal purposes.
- You will not upload, post, promote or transmit through the Cat Simulators' computer any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature.
- You will not upload, promote, transmit or post any material that encourages conduct that could constitute a criminal offence or give rise to civil liability.

Governing Law and Jurisdiction

The present Terms are governed by and shall be construed under the laws of the United States of America. The courts of the city of Peoria, state of Illinois, shall have exclusive jurisdiction to resolve any dispute arising out of this Agreement or its interpretation. The Customer hereby expressly waives any other jurisdictions that may be deemed competent in accordance with international treaties or the applicable law.

Warranty, and Limited Liability Policies

Available upon request.

Privacy and Security Policies

Click [here](#) for privacy policies and [here](#) for security policies.

Contact

In case of any questions regarding the Terms of Service, please [contact us](#).

SIMFORMATION LLC

STANDARD TERMS AND CONDITIONS OF SALE

1. GENERAL

- The terms and conditions contained herein ("Terms and Conditions of Sale") constitute the entire agreement between you ("Buyer") and Simformotion™ LLC ("Simformotion") with respect to the transaction(s) covered by our quote, our sales order acknowledgement or your purchase order(s) accepted by Simformotion. Your purchase order(s), if accepted, will be subject to these Terms and Conditions of Sale.
- No modification or waiver of any of the terms and conditions contained herein and no additional or different terms or conditions shall be effective unless (i) modified by Simformotion's quotation or sales order acknowledgement, or (ii) agreed to in a single writing signed by both parties. No oral agreement, course of performance or other means other than such written agreement signed by both parties expressly providing for such waiver shall be deemed to waive the terms of this document.
- The Terms and Conditions of Sale shall become binding on the parties upon:
 - Buyer's tender of payment pursuant to Simformotion's quote or sales order acknowledgement;
 - Simformotion's written acknowledgement or issuance of an invoice pursuant to Buyer's purchase order(s);

- c. Simformotion's delivery of the products, in whole or part; or,
- d. Signature of Buyer and Simformotion on an agreement for the purchase and sale of products incorporating the Terms and Conditions of Sale.

2. PRICES AND TAXES

- a. All prices are based upon the material cost and labor rates in effect on the date of the quote or sales order acknowledgement, unless an earlier date is indicated thereon, are for your guidance in submitting purchase orders, and are subject to change upon notice. Buyer agrees that the quantities committed affect the price of such products or parts, and that if Buyer hereafter makes any change in the quantities committed from those shown on the front of the quote, sales order acknowledgement or purchase order, the price of such products or parts shall be adjusted to meet Simformotion's price applicable to the quantities committed as changed. Each quantity committed must be scheduled by Buyer for shipment within

[30] days following the initial shipment.

- b. The prices do not include any applicable federal, state or local sales, use, excise, value-added or similar-type tax or assessments applicable to the price, sale, use or delivery of the products ordered by Buyer. Such taxes and assessments will be included in Simformotion's invoice and paid by Buyer unless Buyer's purchase order plainly states on its face the existence of an exemption from any such tax or assessment and Buyer provides Simformotion with evidence of such exemption from the applicable taxing authority.

3. DELIVERY, TITLE & RISK OF LOSS

- a. Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. All shipments shall be made at Simformotion plants/warehouses (Incoterms 2020). After the products are delivered to a carrier for shipment, all risk of loss, damage, theft, or destruction will be the responsibility of Buyer. Subject to the provisions of Section 10.3, title to the will pass to you upon delivery to the carrier for shipment to you. Shipments will only be insured at Buyer's request and expense.
- b. In the event Buyer requests changes in specifications after the Terms and Conditions of Sale have become binding, such changes shall become part of the purchase order only upon acceptance by Simformotion in its sole discretion, whereupon delivery dates will be reasonably extended, Simformotion shall be compensated for all costs incurred in connection with such change and the price shall be adjusted to maintain Simformotion's anticipated profit margin.
- c. No claims for errors in shipment will be considered unless made within 10 days after receipt of materials nor unless accompanied by necessary papers or documents to substantiate the claim. Claims for loss or damage in transit must be entered and prosecuted by Buyer.

4. INSTALLATION

- a. The products shall be installed by and at the expense of the Buyer. Upon request, Simformotion will provide a competent superintendent to supervise the initial set up and/or operation of the products. The Buyer shall pay Simformotion for the service of said superintendent at the rate stipulated plus reasonable travel and other expenses. The superintendent shall be considered an employee of Simformotion, but Simformotion shall not be liable for injury to persons or damage to property occurring in the course of, or as a result of, the superintendent's presence on the premises of Buyer.
- b. Simformotion shall not be liable for Buyer's systems and equipment, the acts of Buyer's employees, agents or contractors, or the performance of products not initially set up or operated under the supervision of its superintendent unless deficient performance is caused by defects independent of the installation and within the scope of the warranty set forth in Section 5.

- c. Simformotion assumes no responsibility for damages due to deterioration during periods of storage by the Buyer prior to installation and operation. If provided for in the proposal or for an extra charge, Simformotion may apply preservations to minimize the deterioration.
 - d. Simformotion reserves the right to make changes in design or additions to or improvements in its products without liability to install such changes, additions or improvements in any product manufactured prior thereto.
- 5. LIMITED WARRANTY POLICY. Simformotion's Limited Warranty Policy, as may be amended from time to time, as published and made available at www.catsimulators.com and applies to all products manufactured and/or developed by Simformotion.
- 6. CONFIDENTIAL INFORMATION
 - a. Any and all information concerning the products or the transaction covered hereunder which Simformotion discloses to Buyer, or which Buyer otherwise obtains knowledge of hereunder, remains the exclusive property of Simformotion and shall not be made available to third parties without Simformotion's express written consent. Buyer shall have no right whatsoever to such information other than to use it for evaluation for the purpose of the transaction covered hereunder.
 - b. Any information, suggestions or ideas transmitted by Buyer to Simformotion in connection with performance hereunder are not to be regarded as proprietary or confidential unless expressly provided in a writing signed by Simformotion.
- 7. FORCE MAJEURE. Simformotion shall not be liable for delays or failures in delivery, damage to products, or performance due to acts of God, governmental authority or public enemy, fire, flood, strike, labor disturbance, epidemic, war, riot, civil disturbance, acts of terror or crime, power failure, embargoes, shortages in materials, components or service, boycotts, transportation delays or any other cause beyond Simformotion's control. In the event of such delay or failure, Buyer's order shall not terminate, but the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
- 8. INTELLECTUAL PROPERTY. All intellectual property embodied in the products and information protected under Section 6 hereof are owned by Simformotion and/or its suppliers and are protected by United States laws and international treaty provisions. Simformotion and/or its suppliers retain all right, title and interest in and to patents, trademarks, copyrights, trade secrets and other intellectual property rights embodied or contained therein. In the event the products covered by Buyer's order include or incorporate any software or licensed program (as defined in Simformotion's software license) then Buyer's rights with respect to such software and licensed program shall be governed by the terms of such software license(s). Buyer may not use, copy or distribute the any intellectual property embodied in the products, in whole or in part, without the prior written consent of Simformotion and except as set forth in any such software license(s). Buyer may not copy, modify, create any derivative work of, or include any software or portion thereof in any other software, or reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from any software.
- 9. CANCELLATION AT DEFAULT OF BUYER
 - a. Simformotion may cancel Buyer's order without liability effective upon written notice to Buyer, upon occurrence of any of the following Events of Default: (i) Buyer's failure to make timely payment of any sum owing to Simformotion for the orders accepted and shipped by Simformotion or otherwise; (ii) Buyer's failure to conduct its operation in the normal course of business (including the inability to meet obligations as they accrue); (iii) institution of any proceedings by or against Buyer under any bankruptcy, insolvency or similar law; (iv) appointment or application for a receiver for Buyer; (v) an assignment by Buyer for the benefit of creditors; (vi) failure of Buyer to furnish Simformotion with a written representation reaffirming Buyer's solvency (it being understood that Buyer's order hereunder constitute a representation by Buyer that it is solvent); (vii) failure of Buyer to maintain any insurance

required as herein provided; or (viii) failure of Buyer to maintain the products free and clear of any and all liens of third parties prior to Buyer's payment of the full purchase price.

- b. Upon cancellation, at Simformotion's option:
 - a. Buyer shall pay for all products delivered and for all products completed or in process pursuant to purchase orders accepted by Simformotion;
 - b. With respect to all products for which Simformotion has not received full payment, Simformotion may stop delivery, retake (or retain) possession of the products wherever located (all without notice, demand or legal process) and retain, lease or resell (at public or private auction or otherwise) without accounting to Buyer, and any payments received by Simformotion from Buyer or otherwise may be retained as liquidated damages;
 - c. Simformotion may declare any outstanding balance immediately due and owing and collect same from Buyer without further notice or demand, together with interest at the maximum rate permitted by law; or
 - d. Refuse to deliver except for cash payment for all products.
- c. The rights of cancellation and remedies provided in this Section are cumulative and are in addition to any other rights and remedies of Simformotion in law or equity.

10. PAYMENTS TERMS

- a. Except as otherwise specified by Simformotion in writing, payments are immediately due upon Simformotion's issuance of a sales order acknowledgement, with no right of set-off for amounts due or allegedly due from Simformotion to Buyer. Simformotion reserves the right to grant longer credit terms, or alter or suspend the same by requiring C.O.D. or advance payment, whenever Simformotion has reasonable doubt as to Buyer's credit worthiness. If Buyer becomes delinquent in payment or refuses to accept C.O.D. shipments, Simformotion shall have the right, in addition to any other right it may have, to cancel any order of Buyer's, withhold further deliveries, and declare all unpaid amounts for products or products previously delivered immediately due and payable.
- b. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Amounts past due are subject to an interest charge of 1.5% per month or the highest amount permitted by law, whichever is higher. All costs and expenses incurred by Simformotion as a result for non-payment or delinquent payment by Buyer, including collection costs, interest, and reasonable attorneys' fees, shall be paid by Buyer. All invoices are due and payable in cash in United States funds.
- c. In the event Simformotion consents to delay shipments after completion of the products or any portion thereof, payment shall become due upon notice to Buyer that such products are ready for shipment and such products shall thereafter be held at Buyer's risk and expense.
- d. Buyer grants to Simformotion a purchase money security interest in the products, products and/or equipment supplied hereunder. Failure of Buyer to make any payment when due shall entitle Simformotion, in its sole discretion, to declare all obligations of Buyer immediately due and payable. In such event, Simformotion shall have all the rights and remedies of a secured party under applicable law. Buyer agrees to execute upon request such documents which may be deemed necessary or appropriate by Simformotion to create, perfect and maintain the perfection of its security interest under applicable law. Buyer hereby appoints Simformotion as its attorney-in-fact to sign and file a financing statement and such other documents as Simformotion deems necessary to create, file, perfect and maintain the perfection of its security interest.
- e. In the event Buyer fails to fulfill the terms of payment of any invoice, or if the financial responsibility of the Buyer shall become impaired or unsatisfactory to the Simformotion, or if necessitated by any acts of any governmental authority, including financial disclosures mandated by Section 409 of Sarbanes Oxley Act, Simformotion reserves the right to change terms of payment and/or deter or discontinue further shipments without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by Simformotion or until such acts or requirements of such governmental authority shall have been complied with.

- f. Simformotion also reserves the right to cancel the contract in the case of any of the events described in Section 10(a), in which event Buyer shall compensate Simformotion for any commitments, obligations, expenditures, expenses, and costs including attorney fees, Simformotion may have incurred in connection with the contract. Each shipment by Simformotion shall be considered a separate transaction and if payment is not received therefore within the periods specified herein, Simformotion at its option may bring a separate suit to recover the contract price of each such shipment.
- g. If any of the following events occur, Simformotion shall have the right to demand assurance from Buyer that payment in full will be made: (i) Buyer is delinquent in making payment hereunder for a period of 45 days after payment was due; (ii) Buyer fails to meet his obligations with one or more other suppliers as the obligations occur; or, (iii) a writ of attachment or judgment is entered in any court of competent jurisdiction. On written demand for assurance by Simformotion, Buyer shall, within five (5) days after receipt thereof, furnish, in amount sufficient to secure the full payment of the balance of any monies due hereunder on account of the purchase price, either a penalty bond issued by a competent surety company, or financial security, bank irrevocable letter of credit, or other liquid collateral to be held in escrow by an attorney at law as designated by Simformotion, to secure the payment of the purchase price aforesaid.
- h. All funds received by or owed to Buyer from a third party, to the extent that such funds relate to products furnished by Simformotion pursuant to this Agreement shall be held in trust for the benefit of Simformotion ("Trust Funds"). Until such time as Simformotion has been paid in full for the Items supplied hereunder, Buyer shall account to Simformotion, and within seven (7) days from Buyer's receipt of such Trust Funds from a third party, pay over to Simformotion all such Trust Funds received by Buyer. Buyer further agrees to direct any third party holding any such Trust Funds to pay over such funds to Simformotion upon Simformotion's request. Buyer shall retain no greater percentage or amount from the Simformotion than that retained from Buyer by any third party to the extent that such funds relate to Items furnished by Simformotion pursuant to this Agreement.
- i. All waivers executed by Simformotion shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing ninety days thereafter. Buyer agrees that Simformotion retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other documents have been presented to Simformotion for signature that may imply otherwise. Buyer further agrees that Simformotion has the right to determine, in its sole discretion, how to apply payments, and which invoices to pay with all payments, received on account, despite any advice to the contrary.

11. LIMITATION OF LIABILITIES

- a. SIMFORMOTION SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF BUSINESS, REVENUE, PROFIT OR GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, OR CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR OTHER COMMERCIAL OR ECONOMIC DAMAGES OR COSTS, THAT MAY ARISE OUT OF, IN CONJUNCTION WITH OR RELATE TO, THE FAILURE OF ANY PRODUCTS SOLD BY SIMFORMOTION TO BUYER, UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION. IN NO EVENT SHALL SIMFORMOTION'S LIABILITY EXCEED THE PRICE OF THE PRODUCTS WHICH GIVE RISE TO THE CLAIM.
- b. Buyer agrees that if it transfers title to or leases the products to any third party, Buyer shall obtain such party's agreement to the limitations of Sections 6, 9 and 11.
- c. Simformotion shall have no liability with respect to or arising out of information or advice furnished by Simformotion which is not contractually required by the Terms and Conditions of Sale or other written agreement signed by both parties.

12. FEDERAL CONTRACT REQUIREMENTS

- a. If the products are purchased under a government contract or sub-contract, Buyer shall promptly notify Simformotion of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the products or products ordered. If compliance with such provisions increases Simformotion's costs or liability, Simformotion shall be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate this agreement with Buyer being responsible for all costs incurred by Simformotion.
- b. Subject to the provisions of Section 12(a) above, Simformotion represents that its performance hereunder is in compliance with all applicable provisions as may be amended from time to time (and same are incorporated herein by reference) including, but not necessarily limited to: the Fair Labor Standards Act, Executive Order 11246, including section 202, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Worker's Compensation, and the Rehabilitation Act of 1973.

13. EXPORT CONTROLS. Simformotion and Buyer acknowledge and agree that the products covered by Buyer's order are subject to export controls imposed by the United States Government under various federal laws including but not limited to the Export Administration Act of 1979, as amended (the Act), or any successor legislation, and the regulations promulgated thereunder. Buyer agrees not to export or re-export any products without complying with the Act. Buyer further certifies that the products: (a) are not intended to be used for any purpose prohibited by the Act or regulations including, without limitation, nuclear related activities or chemical/biological weapons or missiles; (b) are not intended to be released, shipped or re-exported, either directly or indirectly, to Cuba, Iran, North Korea, Sudan or Syria, or to any other destination to which the United States has prohibited shipment; and (c) are not intended to be released, shipped or re-exported, either directly or indirectly, to any persons identified on the Denied Persons List published by the U.S. Department of Commerce Bureau of Industry and Security. This Section shall survive any termination or expiration of Buyer's order.

14. CANCELLATION AND CHANGES BY BUYER. Buyer's orders may NOT be canceled or changed by Buyer without the prior written consent of Simformotion, which consent may be granted or withheld in Simformotion's sole discretion. In the event of such cancellation, Buyer shall be liable for Simformotion's anticipated profit and for all costs incurred prior to cancellation.

15. MISCELLANEOUS.

- a. NOTICE. All notices in connection with Buyer's order shall be in writing and shall be given by Federal Express or other reputable next day courier service or U.S. mail, postage prepaid, certified or registered, return receipt requested. Each notice shall be addressed to the party at the address set forth on the face of this Agreement or at such other address as a party shall provide by notice to the other party. Notice shall be deemed effective upon delivery.
- b. WAIVERS. No waiver shall be effective unless it is in writing. The failure of either party to require performance under any provision of this Agreement shall in no way affect the right of such party to require full performance at any subsequent time, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- c. SEVERABILITY. The Terms and Conditions of Sale shall be deemed severable and if any portion hereof shall be held to be invalid for any reason, the remainder shall not be deemed invalid but shall remain in full force and effect.
- d. GOVERNING LAW/ARBITRATION. The Terms and Conditions of Sale shall be governed and construed in accordance with the laws of the State of Illinois except for its choice of law provisions. The United Nations Convention of the International Sale of products shall not apply. The parties agree to submit all such disputes to binding arbitration which shall be held in Peoria, Illinois, in accordance with the rules of the American Arbitration Association ("AAA") pertaining to commercial arbitration. Within 30 days after either party has notified the other in writing that it is submitting a dispute to arbitration, three arbitrators shall be appointed in accordance with said rules. Neither party shall be allowed to object to an arbitrator appointed by the other party. The arbitrators shall have no authority to award punitive

damages or any other damages excluded herein. The arbitration award shall be by a written decision containing findings of fact and conclusions of law and shall be final and binding. It may be entered in and enforced by any court of competent jurisdiction. The party prevailing in the arbitration or any other legal proceedings shall be entitled to recover its costs including reasonable attorney's fees incurred due to the arbitration or other legal proceedings.

- e. MODIFICATION. The Terms and Conditions of Sale may not be amended, modified or supplemented at any time except by a written document signed by the parties.
- f. ENTIRE AGREEMENT. This is the complete and final agreement between the parties related to the subject matter of the Terms and Conditions of Sale and supersedes all prior writings, conversations, understandings or agreements.
- g. PARTIES IN INTEREST. The Terms and Conditions of Sale shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- h. ASSIGNMENT. Buyer shall not assign Buyer's order without the prior written consent of Simformotion, which consent may be granted or withheld in the sole discretion of Simformotion.
- i. ENFORCEMENT. Buyer shall indemnify Simformotion against all costs and expenses (including attorney fees) reasonably incurred in the enforcement of Buyer's order and the Terms and Conditions of Sale.

Boone County Schools new Pathway proposal:

Start Heavy Equipment Sciences CIP 49.0202.01 in partnership with [Gateway CTC](#) and [Riegler Blacktop Company](#)

BEST PRACTICE COURSES from [2022-2023 Program of Studies document](#)

Complete (3) three credits:

- 460201 Introduction to Construction Technology
- 460403 Heavy Highway Construction Equipment Repair
- 460404 Heavy Equipment Operation

Choose (1) one credit from the following:

- 460499 Special Topics—Heavy Equipment
- 499925 Basic Troubleshooting
- 499910 Industrial Education Co-op
- 499935 Commercial Driver License

460201 would be offered through dual credit courses at Gateway ELT 290 and ISX 1001

460403 would be offered through dual credit courses at Gateway courses DIT 103 and DIT 140/141

460404 would be offered through Riegler Blacktop using an adjunct instructor certified based on industry work experience.

- The course would follow the task list for 460404.
- Students would also complete MFG 175 (on-line) through Gateway and be eligible for their OSHA 10 certification.
- Students would also complete the Workzone Control Technician (flagger) program through the KY Dept of Transportation

499910 Industrial Education Co-op through Riegler Blacktop.

Course progression/timeline

Fall Junior Year

460201 – Introduction to Construction Technology

Covered by Gateway ELT 290 and ISX 1001 combined 4 credits

Spring Junior Year

460404 Heavy Equipment Operation at Riegler Blacktop

Flagger program through KY Dept of Transportation

MFG 175 Through Gateway

Students would be concentrators at the end of the spring and be eligible for the OSHA 10 certification

Fall Senior Year

499910 Industrial Education Co-op through Riegler

499925 Basic Troubleshooting through Riegler

Other possible courses:

480104 Introduction to Surveying (currently for CAD) through Riegler

499920 Basic Blueprint Reading through Riegler

Spring Senior Year

499935 Commercial Driver License through Gateway CTC

460403 - Gateway courses DIT 103 and DIT 140/141

Post-secondary opportunities:

Pursue Diesel program certifications by taking DIT 110/111, DIT 160/161 and DIT 180/181 through Gateway.

Pursue CDL via Gateway

Continue employment with Riegler Blacktop or another construction firm needing Heavy Equipment operators

Secondary-Postsecondary Program of Study

Effective date: July 2022

Program of Study: Heavy Equipment Sciences
Secondary School: Boone County Schools

CIP Number: 49.0202.01
College Credit: 11 credits

Grade	General Education Core	Technical Core	Diploma, Certifications(s), Degree(s)
9 th	<ul style="list-style-type: none"> Algebra 1 Science English 1 Social Studies PE/ Health 		
10 th	<ul style="list-style-type: none"> Geometry Science English 2 Social Studies Art/Humanities 		
11 th	<ul style="list-style-type: none"> Math credit aligned with ILP or GTW MAT 150 Science credit aligned with ILP English credit aligned with ILP or GTW ENG 101 Social Studies credit aligned with ILP 	<ul style="list-style-type: none"> 460201 Introduction to Construction Technology (Gateway ELT 290) 460404 Heavy Equipment Operation (Riegler Blacktop) GTW MFG 175 	<ul style="list-style-type: none"> OSHA 10 Workzone Control technician
12 th	<ul style="list-style-type: none"> Math credit aligned with ILP or GTW MAT 150 English credit aligned with ILP or GTW ENG 101 Elective 	<ul style="list-style-type: none"> 460403 Heavy Highway Construction Equipment Repair (DIT 103 and DIT 140/141) 499910 Industrial Education Co-op 499935 CDL program through GTW 	<ul style="list-style-type: none"> OSHA 10 Workzone Control technician CDL certificate
13 th	<ul style="list-style-type: none"> MAT 161 Statistics and Algebra (or MAT 126 or higher level Quantitative Reasoning course) ENG 101 Writing I 3 All Social/Behavioral Science 	<ul style="list-style-type: none"> DIT 110/111 DIT 160/161 	<ul style="list-style-type: none"> ASE certification Post-Secondary Certificate
14 th	<ul style="list-style-type: none"> Heritage or Humanities course Natural Science course 	<ul style="list-style-type: none"> DIT 180/181 CDL program 	<ul style="list-style-type: none"> CDL certification

Submitted by Secondary Partner: Casey Jaynes, Director MS/HS BCS

Post Secondary Partner: Teri VonHandorf, Provost GCTC

Date: 6/30/2022