



1157 W 300 South Lehi, UT 84043

March 27, 2024

#### **CUSTOMER:**

Warren County School District 6820 Market Street Russell, PA 16345

#### Attention: Misty Weber

Warren County School District has requested a price quote from Pointful Education for a digital learning solution. Pointful Education proposes the following digital curriculum and services to meet your goals and objectives.

Product	Quantity	Unit Cost	
Course Enrollments	50	\$43	\$2,150
TOTAL PRICE			\$2,150

Prices above do not include any applicable sales or other taxes and are valid through 7/31/2024 unless stated otherwise. Please see Attachments A and B for information regarding the purchase of Pointful Education digital curriculum and professional services.

# If you choose to complete this purchase, accepting the pricing, terms, and conditions herein, please select and payment option below, sign, and send this full document to your Pointful Education representative.

□ Atta	ched is	the a	pplicable	Purchase	Order	(PO).
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$\Box$ The PO will be provided on or before the following date	:	/	/
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□ In lieu of providing a PO, email an invoice to:	_
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//		
DATE	SIGNATURE	PRINT NAME
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DATE	SIGNATURE	PRINT NAME
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DATE	SIGNATURE	PRINT NAME

For questions about this price quote and the information contained within, please contact:

#### Marcia Philosophos

Chief Development Officer | Pointful Education T (904) 536-3788 | E marcia@pointfuleducation.com



# Attachment A

# Purchasing Pointful Education Digital Curriculum and Services

# 1. Term

From the initial <u>start date</u>, as agreed upon between the customer and Pointful Education, the standard Term refers to a twelve (12) month <u>access period</u>, unless stated otherwise. The start date may occur, as agreed upon, given that (1) Pointful Education has received a signed Price Quote and Purchase Order (PO) for the full amount, or (2) Pointful Education has received a signed Price Quote and invoiced the Customer for the full amount, at which time, all courses, as provided in Attachment B, will be made available to the Customer within five (5) business days, excluding weekends and/or holidays, and thus commence the term start date.

# 2. Products

# I. Enrollments

- <u>User Enrollments</u>: Each User Enrollment provides access for any one (1) **Student User** to enroll in unlimited number of Courses at any given time through the access period end date.
- <u>Course Enrollments</u>: Each Course Enrollment provides access for any one (1) **Student User** to enroll in any one (1) Course at any given time through the access period end date. For example, if a student needs two (2) courses then that will require the use of two (2) Course Enrollments.

## II. Site License

A <u>Site License</u> provides <u>User Enrollments</u>, as defined above, site-wide for all students in grades 6-12.

A Site is defined as a **Single or Program Site License**, or **District Site License**. Pricing is determined by the student population at each site, as provided by the Customer and/or the National Center for Education Statistics (NCES) data.

- Single/Program Site License A single school or facility, or specific program such as a Career & Technical Education Program serving students in grades 6-12.
- District Site License Includes all specified schools or facilities (sites) for a public or private school district, or other organizations serving multiple sites with students in grades 6-12.

## III. Course License

A Course License provides unlimited <u>User Enrollments</u>, as defined above, for an individual course and/or Course Bundle within a specified school site, district, or other organization.

# 3. Withdrawal/Drop Policy

- <u>User Enrollments</u>: If a Student User is withdrawn from all Courses in which he or she is enrolled and completes less than 10% of each course, the User Enrollment may be used to enroll that student or another student in any number of Courses.
- <u>Course Enrollments</u>: If a Student User is withdrawn from the Course in which he or she is enrolled and completes less than 10% of that Course, the Course Enrollment may be used to enroll that student or another student in any one (1) Course.

# 4. Overages and Add-Ons

The number of Enrollments, at any given time, may not exceed the number of Enrollments purchased. The Customer may purchase Add-On Enrollments at any time throughout the duration of the term.

If the Enrollment count, as determined by Pointful Education, exceeds the number of Enrollments purchased then Pointful Education will invoice the Customer for **Overages** <u>on the first day of the</u> <u>subsequent month following the calendar quarter in which the Overages occurred</u>.



All Overages and Add-On Enrollments will provide access through the access period end date.

## 5. Payment and Invoicing

Upon receipt of this signed Price Quote and/or purchase order (PO) for the full amount, Pointful Education will invoice the Customer. Payment is due within 30 days of the invoice date and may be made by ACH or check.

## 6. Course Materials (Required Software)

Select Pointful Education certification courses require specific software (Course Materials) which are not provided by Pointful Education. In such case, the Customer must obtain such Course Materials from a third-party, at their sole cost. Meeting the software system requirements is the responsibility of the Customer, therefore, it is recommended that the process of procuring and ensuring software system requirements are met is started as soon as possible to ensure a seamless experience for teachers and students.

- Adobe Certification courses require Adobe applications v18 or above.
- Architectural Design I, II, & III require AutoCAD.
- Java SE 8 Associate course requires Java SE8.
- Microsoft Office courses require Microsoft applications 2016 and above.
- Swift App Development course required Swift.
- QuickBooks course requires QuickBooks online.

#### 7. Certification Exams

Testing center and certification exam fees for Pointful Education Certification Courses are paid separately and independently to third-party providers should the student choose to take the certification exam at the end of the course. Additional information about exam specifics is available upon request.

#### 8. User Data

The Customer will provide Pointful Education with an Enrollment Report outlining the names of Student Users and the number of new Student Users, course completions, active Student Users, and teacher/administrator users connected to Pointful Education courses <u>as determined necessary</u> at the end of each calendar quarter. Pointful Education shall treat such reports confidentially.

#### 9. System Integrations

Customers will have or shall otherwise obtain the expertise necessary to install and integrate Pointful Education's Courses into its Learning Management System (LMS), and Pointful Education shall not be responsible for any associated costs. Should a customer not have a compatible LMS, Pointful Education will work with the customer through the implementation process to establish an alternative solution. Pointful Education will provide reasonable technical and integration support to the Customer.

#### **10. Technical Requirements**

For information and details regarding our Technical Requirements, including System and Software requirements, please see the following: <u>https://www.pointfuleducation.com/technical-requirements</u>



## 11. User Support

For technical assistance or other support-related requests email <u>support@pointfuleducaiton.com</u>. Pointful Education Client Support is available Monday - Friday, 9:00am - 5:00pm EST (excluding weekends and holidays).

# 12. Privacy Policy

Pointful Education takes great care in protecting student data and related information. Our Privacy Policy discloses the privacy practices for the "Software as a Service" or "SaaS" provided by Pointful Education Inc. Our Privacy Policy can be viewed at <u>https://www.pointfuleducation.com/privacypolicy</u>

## **13. Implementation and Professional Services**

A **New Client Professional Service Package**, as outlined in Attachment B, is required for all new Pointful Education customers during the initial term. Additional Complimentary Services, also outlined in Attachment B, will be provided for the duration of the implementation at no additional cost. Additional Professional Services may be purchased at any time throughout the implementation.

As part of the New Client Professional Service Package, Pointful Education will assign an **Implementation Manager** to serve as the Customer's primary contact through the initial term implementation and ongoing. Customers are encouraged to work closely with their Implementation Manager to establish communication best practices and preferences via phone, text, webinar, and email during normal business hours, 9:00am - 5:00pm EST (excluding weekends and holidays).

- <u>Scheduling</u>: Professional Service sessions cannot be scheduled until Pointful Education has received a (1) signed price quote or (2) invoiced the customer.
- <u>Expiration</u>: Professional Services must be delivered prior to the term end date. There are no credits or refunds for unused Professional Services.

## 14. Use of Logo

The Customer shall be permitted to use Pointful Education's logo for the limited purpose of marketing Pointful Education and its programs and course offerings to students.

## **15. Customer Use of Courses**

The Customer shall use its best efforts to prevent any improper use of the courses or any violation of Pointful Education's rights to its intellectual property, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the courses. The Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the courses.

# 16. Optional Add-On Services

## I. White Labeling (\$1,500)

Pointful Education will provide the customer a version of each Course that has removed the Pointful Education logo from the course header and its name and associated copyright notice from the course footer. Upon Customer's request, the Customer logo can be placed in the course header and/or footer, or it can remain blank.

## II. One-Hour Professional Services Online Session (\$500 each)

Customized online sessions are available for purchase as needed. Some examples of these sessions include *Blended Learning Best Practices* and *Online Learning Best Practices*.



#### **Attachment B**

#### **Course List**

+Certification Course

Adobe After Effects +
Adobe Illustrator +
Adobe InDesign +
Adobe Photoshop +
Adobe Premiere Pro +
Aeronautics and Space Travel
Agriscience I, II, & III
Architectural Design I, II, & III +
Augmented and Virtual Reality Applications
Building Maintenance Technology I
Building Maintenance Technology II +
Career and Financial Management
Career Exploration
Career Exploration in Dentistry
Career Exploration in Finance
Career Exploration in Healthcare
Cloud Technologies and the Internet of Things
Communication Skills for Business +
Construction: Fundamentals and Careers
Cybersecurity
Drones: Remote Pilot +
Early Childhood Education I & II +
Education and Teaching Advanced
Entrepreneurship & Small Business +
Fundamentals of Bitcoin & Cryptocurrency

Fundamentals of Blockchain & Cryptography Health Management & Information Systems + Introduction to Artificial Intelligence Intuit Personal Finance + Java SE 8 Associate + LEED Green Associate + Microsoft Excel + Microsoft Outlook + Microsoft PowerPoint + Microsoft Word + Microsoft Word Expert + Networking + **Personal Finance** Project Management + QuickBooks + **Robotics: Applications and Careers** Smart Cities: Technology and Applications Social Media Business Marketing + Startups and Innovation Swift App Development + Teaching as a Profession The History of Gaming and Esports **Transportation Technologies** Wearable Technology Innovations

#### **Professional Services**

New Client Professional Service Package:

- Implementation Manager
- Implementation Strategy and Planning Meeting
- Learning Management System (LMS) Integration Support
- OnDemand Teacher Training Course
- OnDemand Staff Resource Course
- Customized Onboarding/Training Session (1)

Ongoing (no-charge) Services:

- User Support
- Curriculum Resources & User Guides
- Mid-year and end-of-year optimization meetings