



eDynamic Learning

CAREER & ELECTIVE COURSES

Renewal Agreement

Contract Start Date	8/1/2021	Contract End Date	8/1/2022
Payment Terms	Pre-Pay	Billing Frequency	Annual
LMS	Buzz	LMS Type	NON Hosted LMS
Account Name	Warren County School District	Created Date	4/9/2021
Billing Address	6820 Market St Russell, Pennsylvania 16345-3406 United States	Quote Number	00004007

Pricing Line Item	Quantity	Sales Price	Line Item Description	Total Price
Student Seat License	750.00	\$40.00	Up to 750 students can participate in any published courses offered by eDynamic Learning. Additional students exceeding 750 will be accounted for and a reconciliation invoice will be sent at the end of the contract term.	\$30,000.00
Grand Total				\$30,000.00

Additional Notes

Notwithstanding any provision of the Standard Terms and Conditions to the contrary, the following provisions shall apply and shall govern in the event of a conflict with the Standard Terms and Conditions:

- Unused licenses will transfer to subsequent renewal terms and can be used at no cost to the District (since they were already paid for). The District shall also have the right to increase or reduce the number of licenses for the next school year. The parties shall discuss license transfers and any increase or decrease in the number of licenses on or about May 1st of each year, and an appropriate Amendment shall be prepared for the subsequent year to reflect any resulting changes from this Purchase Agreement.
- The School District shall be permitted to use EDynamic Learning's logo for the limited purpose of marketing EDynamic Learning and its programs and course offerings to students.
- The School District shall use its best efforts to prevent any improper use of the courses or any violation of EDynamic Learning's rights in its intellectual property, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the courses, except however, the School District may resell the courses outside of the School District only if the courses are housed in the School District's learning management system and taught (by any instructor ; not just the School District's instructors) to end users that are not enrolled in its School District. The School District shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the courses.
- All courses shall be made available to the School District immediately upon the execution of this Agreement so that the School District can have sufficient time to incorporate the courses as a part of its virtual platform.

This quote is subject to eDynamic Learning Standard [Terms and Conditions](#) ("Terms and Conditions"). By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without eDynamic Learning's written consent.

Prepared By	Ricci Blackwell	Contact Name	Misty Weber
Title	Director, Sales Operations	Title	Virtual Academy Administrator



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Phone

(877) 585-2029 

Phone

(814) 723-0574 ext 1315 

Email

ricci@edynamiclearning.com

Email

webermd@wcsdpa.org

04/09/2021

Ricci Blackwell