



WARREN COUNTY SCHOOL DISTRICT
3525 Ohio 48
Lebanon, OH 45036
United States

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Quote created: July 19, 2023
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Quote created by: Claudine Tinneney

Mrs. Ruth Huck

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Mr. Paul Mangione

Comments from Claudine Tinneney

Products & Services

Item & Description	Quantity	Unit Price	Total
Group License K12HS B NOLEJ AI Yearly Group license - K12 Highschool	1	\$5,000.00	\$5,000.00 for 1 year
One-time subtotal			\$5,000.00
Total			\$5,000.00

- **SERVICES**

NOLEJ AI is an AI-powered authoring tool to turn static assets (text, audio, video) into interactive learning material (e.g. flashcards, summaries, crosswords, etc.). By the present Agreement, the Client wishes to adhere to Nolej's Group License Subscription during the Term.

- **SUBSCRIPTION**

Duration:

The subscription period for the Services shall commence on the agreed-upon start of and continue for a period of 12 months ("**Term**"). The terms and conditions of the renewal of the subscription shall be discussed between the Parties at the expiry of the Term.

Subscription characteristics:

- Group Subscription Yearly: Use the NOLEJ AI platform
- Credits allocated to Client: Fair Use Policy
- credits are valid for the period of the term

- **PAYMENT**

The Subscription Fee shall be paid on the agreed upon terms: Paid in within 7 days of the subscription start date.

By signing this agreement, you agree to the full terms and conditions found below.

Questions? Contact me



Claudine Tinneney
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NOLEJ, Inc.

919 North Market Street

Suite 950

Wilmington, DE 19801, USA

Signature

Signature

Ruth Huck

Printed name

Date

Board Secretary

Title

Signature

Signature

Paul Mangione

Printed name

Date

Board President

Title

Countersignature

Countersignature

Bodo Hoenen

Printed name

Date

NOLEJ Inc, US CEO

Title

TERMS AND CONDITIONS

1) Definitions

In these Conditions:

- a) "Company" means Neuronys.
- b) "Client" means the company or organization to which the Services are to be supplied.
- c) "Parties" means the Company and the Client and "Party" shall be construed accordingly.
- d) "Services" means the services specified in the Specific Terms
- e) "Agreement" means these Terms and Conditions together with the Specific Terms as supplied with these conditions.
- f) "Contract Period" means the period specified in Clause 4.1 or such shorter period as may arise from application of Clauses 4.2 and 4.3.
- g) "Results" means information and IPR such as are made or generated by the Services.

2) Provision of Services

In consideration for the payment by the Client of the fees as stated in the Specific Terms, the Company shall provide to the Client the Services and the Client shall pay to the Company the sums due in accordance with this Agreement.

3) Responsibilities and Obligations

3.1 The Company shall have no obligation to provide the Services until the Company has executed the Specific Terms and paid the corresponding fee as provided in the Specific Terms.

3.2 No warranty condition or representation of any kind is made, given or to be implied in any case by the Company as to the sufficiency, accuracy, quality or fitness for purpose of the Results.

3.3 Client may provide input to the Services and receive output generated and returned to the Client by the Services, based on those input. Input and Output are collectively referred to as "Content". The Client is the sole responsible for the Content, and in particular for ensuring that it does not violate any applicable laws or the Agreement.

3.4 The Client undertakes to use all reasonable endeavors to ensure the accuracy of the Content and the Results.

3.5 The Client shall, where applicable, promptly provide the Company with (and warrants that it is entitled to do so) accurate and complete information concerning requirements relevant to the Services, answers to queries, decisions and approvals required by the Company in connection with the Services. Company personnel shall have the right of access to the Client's personnel at all reasonable times if required by the Services.

3.6 Illness or emergencies may occur that may mean that a particular member of Company's staff is unable to provide the Services to the Client. In such event the Company will use all reasonable endeavors to find a replacement member of staff or make such other arrangements as it

shall deem appropriate, bearing in mind the needs of the Services and of the Client.

3.9 Company reserves the right to vary the Services.

4) Duration and Termination

4.1 The Agreement shall start on the Effective Date specified in Annex Two and shall (but subject as hereinafter provided) continue in full force and effect for the period shown in the specific Terms.

4.2 Notwithstanding anything else contained elsewhere in this Agreement the Company may terminate this Agreement forthwith on giving written notice to the Client if the Client fails to make any payment on the due date.

4.3 The Agreement may be terminated forthwith by either Party:

- a) if the other Party shall commit any breach of any of its obligations under the Agreement and shall not have remedied the same, if capable of remedy, within thirty (30) days from notice specifying the breach and requiring its remedy; or
- b) by providing to the other party a prior written notice at least 3 months before the contract anniversary date, which shall be effective as at the contract anniversary date.
- c) if the other Party shall compound or make arrangements with its creditors or otherwise withhold payment of its due debts or go or be put into liquidation (otherwise than for the purposes of a bona fide reconstruction or amalgamation while solvent) or have a receiver, manager, administrative receiver or administrator appointed in respect of all or a part of its assets or shall commit an act of bankruptcy; or
- d) if the other Party is unable to continue or complete its commitments under the Agreement due to force majeure as provided for in Clause 6.

4.4 Neither Party shall by expiration or termination of the Agreement be relieved from:

- a) any of its obligations or liabilities under the Agreement that are intended to survive such event, or
- b) any of its obligations or liabilities arising out of such expiration or termination.

4.5 Expiration or termination of the Agreement shall be without prejudice to all accrued rights and remedies. The provisions of this Clause 4 and, but only to the extent necessary to enable either Party to exercise or pursue such rights and remedies,

5) Third parties resources

Client agrees that Company is not in any manner responsible or liable to Client or to any third party with respect to the proper functioning of intermediate hardware or software supplied by third parties to form part of the Services (such as OpenAI) (hereinafter the "Third Parties Intermediate") and/or the actions or omissions of such Third Parties Intermediates, including but not limited to negligence or any statements made by the Third Parties Intermediates in relation to their products.

9.3 Neither the Company nor any of Company's affiliates or licensor will be liable for any indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use, or data or other losses, even if the Company has been advised of the possibility. Company aggregated liability under the Agreement shall not exceed the greater of the amount the Client paid for the Services that gave rise to the claim during the 12