

# **WARREN COUNTY SCHOOL DISTRICT**

3525 Ohio 48 Lebanon, OH 45036 United States Reference: 20230719-131935746

Quote created: July 19, 2023

Quote expires: September 17, 2023

Quote created by: Claudine Tinneny

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Mrs. Ruth Huck

Mr. Paul Mangione

# **Comments from Claudine Tinneny**

# **Products & Services**

Item & Description	Quantity	<b>Unit Price</b>	Total
Group License   K12HS   B NOLEJ AI Yearly Group license - K12 Highschool	1 **	\$5,000.00	\$5,000.00 for 1 year
	One-time subtota	al	\$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 Tinneny claudine@neuronys.com +12157408924

NOLEJ, Inc.

919 North Market Street

Suite 950

Wilmington, DE 19801, USA

# Signature

Signature	Date
Ruth Huck	Board Secretary
Printed name	Title
Signature	
Signature	Date
Paul Mangione	Board President
Printed name	Title
Countersignature	
=	
Countersignature	Date
Bodo Hoenen	NOLEJ Inc, US CEO
Printed name	Title

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#### 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 ressources
- 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.

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#### 6) Force Maieure

Neither party shall be liable in respect of any delay or failure in carrying out any of its obligations hereunder to the extent that such delay or failure is caused by any circumstances or events outside its reasonable control. If the effects of such circumstances or events persist for a period in excess of three (3) months then either Party shall have the right at any time after such three (3) month period and during the continuation of those effects to terminate the Agreement forthwith by notice to the other Party.

#### 7) IPR

- 7.1 The Client shall take in charge any and all clearances and related payments of, that list without being limitative, royalties, fees, residuals for whichever use of copyrighted works in relation to the use of the Content in execution of the present Agreement,
- 7.1 Client has no obligation to give Company any suggestions, comments or other feedback relating to the Services ("Feedback"). However, Company may use and include any Feedback that Client voluntarily provides to improve the Services or other services. Accordingly, if Client provides Feedback, Client agrees that Company and its licensees may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Services or other related technologies. Client agrees not to provide any Feedback that (i) Client knows is subject to any patent, copyright or other intellectual property claim or right of any third party; or (ii) is subject to license terms which seek to require any products incorporating or derived from such Feedback, to be licensed to or otherwise shared with any third party.

#### 8) Confidentiality

- 8,1 Subject as provided hereinafter each Party hereby undertakes to the other Party that it will –
- a) use all reasonable endeavors to procure that there is no disclosure to any third party, and b) use only for the purposes specified in the Agreement
- any Data and/or information of a technical, commercial or financial nature and/or otherwise relating in any manner to the business or affairs of the other Party and/or its clients.

  8.2 The undertakings contained in Clause 8.1 shall remain
- a.2 The undertakings contained in clause a.3 Shall retained in force for a period of one (1) year after the termination of the Agreement (or such other period as may be agreed between the Parties and recorded in writing from time to time either generally or on a case-by-case basis) but shall not in any case be deemed to extend to any information or Data that the receiving Party can show —
- a) was at the time of receipt published or otherwise generally available to the public; or
- b) has after receipt by the receiving Party been published or become generally available to the public otherwise than through any unauthorized act or omission on the part of the receiving Party; or

- c) was already in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- d) was rightfully acquired from others without breach of any restrictions on disclosure imposed by the disclosing Party: or
- e) is approved for release by the receiving Party by written authorization of the disclosing Party.
- 8,3 Nothing herein contained shall prevent either Party from providing information to government authority pursuant to lawful demand; or
- 8.4 Without prejudice to the generality of Clause 8.1, each Party undertakes to establish suitable procedures for restricting Data disclosed to it solely to those persons having a strict need to have access thereto for the purposes of carrying out that Party's obligations under the Agreement and/or the exercise of that Party's rights or benefits under the Agreement and that all such persons have themselves given suitable undertakings of non-disclosure and of use only for such purposes.
- 8,5 The client agrees and acknowledges that the Company shall be free to use the name, brand and trademarks, if any, of the Clients for reference purposes and shall be allowed to refer to the Client as a Company client on any and all support.
- 9) Indemnification, Disclaimer of Warranties and limitations on liability
- 9.1 Client will defend, indemnify and hold harmless the Company, its affiliates and personnel from and against any claims, losses and expenses (including attorney's fees) arising from or relating to the use of the Services, including the Content, the product or services developed in relation to the Services, the violation of the Agreement or applicable laws.
- 9.2 The Services are provided "As Is". Except to the extent prohibited by law, no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for a particular purpose, satisfactory quality, non-infringement of the Services provided hereunder is given or assumed by the Company, and except as expressly provided in this Agreement all such warranties, conditions, undertakings and terms are hereby excluded. In particular, Company does not warrant that the Services will be uninterrupted, accurate or error free, or that any Content will be secure or not lost or altered.
- 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