







Purchase Agreement

Contract Start August 1, 2025

Contract End July 31, 2028

Date Billing

Triennial

Date

LMS

LMS Type

Hosted

NON LMS

Buzz

Account Name Warren County School Created Date March 14, 2025

District

6820 Market St

Prepared By Emily Hastings

Billing **Address**

Frequency

Russell, Pennsylvania

16345-3406 United

States

States				
Pricing Line Item	Pricing Line Item Description	Quantity	Sales Price	Total Price
Student License	Rollover from previous contract, Available to be used during the 2025-2026 school year.	60 0	\$0.00	\$0.00
Student License	25/26 School Year. Client will have access to all published courses. Usage is based on an individual student enrolling in any number of course titles during the school year.	53 3	\$50.00	\$26,650.00
Student License	27/28 School Year. Client will have access to all published courses. Usage is based on an individual student enrolling in any number of course titles during the school year.	53 3	\$50 ₁ 00	\$26,650.00
Student License	26/27 School Year. Client will have access to all published courses. Usage is based on an individual student enrolling in any number of course titles during the school year.	53 3	\$50.00	\$26,650.00
Virtual Business- Personal Finance Site License (Unlimited concurrent users)	Personal Finance Site License (Unlimited concurrent users)	1	\$1,885.00	\$1,885.00

Grand Total

\$81,835.00

Customer will be invoiced on the Contract start date and each anniversary of the agreement. If the Customer uses additional enrollments or student seats during the annual term, a reconciliation invoice will be sent to the Customer at the end of the annual term.

This quote is subject to eDynamic LP Standard <u>Terms and Conditions</u> ("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.

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:

- 1. This Agreement shall terminate on August 1, 2028, and shall not automatically renew for any additional years.
- 2. Unused licenses will transfer to any subsequent contract between the School District and eDynamic and can be used at no cost to the District (since they were already paid for). The School District shall also have the right to increase or reduce the number of licenses for any subsequent contract between the School District and eDynamic.
- 3. The School District shall be permitted to use eDynamic Learning's logo for the limited purpose of marketing eDynamicLearning 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 eDynamicLearning'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.
- 5. 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.

WARREN COUNTY SCHOOL DISTRICT

Bv	
Name: Paul Mangione	
Title: President, Board of School Directors	
Date:	
By	(ATTEST)
Name: Taylor Trisket	20.00
Title: Secretary, Board of School Directors	
Date:	

eDynamic LP