Client Agreement/Schedule A

Date: 08-05-2019
Pricing valid for 30 days.

Client Information

Client Name: Warren County School District	
Address: 6820 Market Street Russell, Pennsylvania 16345	
Primary Contact Name:	**Primary Contact Phone:**

Terms

Effective Date: 09-01-2019	**Initial Term (months):** 12

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Gary Weber			
Billing Address: 6820 Market Street Russell, Pennsylvania 16345	**Billing Phone:** (814) 723-6900		
Billing Email: weberg@wcsdpa.org	**PO#:**	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Description	Minimum Named Users	Annual Price Per User	Total
SafeSchools Training	Additional Staff	300	$7.21	$2,163.00
SafeSchools Training	IU #5 Member Discount	1	($540.75)	($540.75)
			Total:	$1,622.25

Grand Total (including Implementation & Training):   **$1,622.25**

*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Scenario Learning D/B/A Vector Solutions Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC ("Scenario"), an Ohio limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** Scenario shall provide the following services:

1.1. Access. Scenario will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any employee or contractor of Client, designated by Client ("Users").

1.2. Availability. Scenario shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond Scenario's control.

1.3. Help Desk. Scenario will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations.**

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

Additionally, if Client receives as part of the Services it is purchasing hereunder the:

(a) "SafeSchools Alert Service," Client acknowledges that all transmissions it receives from the SafeSchools Alert Service may contain highly sensitive information and Client shall ensure that such information is secured from transmission and/or disclosure to unauthorized recipients. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipients. In addition, Client agrees that it shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with the Family Educational Rights and Privacy Act ("FERPA") and any associated federal, state or local laws or regulations, and that it will monitor employees using the SafeSchools Alert Service to ensure they abide by the SafeSchools Alert Privacy Policy and Terms of Use; or

(b) "SafeSchools Accident Tracking Service," Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Scenario and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim

that Scenario is a covered entity or business associate, due to Client's use of the SafeSchools Accident Tracking Service.

2.2. Identify Named Users. For Clients utilizing Scenario's learning management system ("Scenario LMS"), Client shall (i) provide a listing of its Named Users no later than the Effective Date of this Agreement; (ii) cause each of its Named Users to complete a unique profile if not created by Scenario on their behalf; (iii) timely maintain user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be deleted from the Scenario LMS. Client agrees to pay for the greater of (i) number of Named Users in the Scenario LMS, and (ii) the number of Named Users who accessed a course in a given contract year.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. **Fees and Payments.**

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per year.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Company will invoice Client in advance pursuant to the Payment Terms in Schedule A. All invoices are payable 30 days after invoice date. All fees collected by Scenario under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than thirty (30) days past the due date shall bear interest at 1.5% per month. Scenario shall have the right, in addition to all other rights and remedies to which Scenario may be entitled, to suspend Client's Users' access to the Services without notice until all overdue payments are paid in full.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Scenario's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Scenario has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Scenario a valid tax exemption certificate (authorized by the applicable governmental authority) at least five

(5) business days prior to the date of the applicable Company invoice.

4. **Intellectual Property Rights.**

4.1. Client acknowledges that Scenario alone (and its licensors, where applicable) shall own all rights, title and interest in and to Scenario's software, website or technology, the course content, and the Services provided by Scenario, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The Scenario name and logo are trademarks of Scenario, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of Scenario or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any Scenario software.

5. **Term and Notice.**

5.1 Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Schedule A. Upon expiration of the Initial Term, this Agreement shall automatically renew under the same terms and conditions, unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

5.2 Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to the infringement of intellectual property, including claims related to section 7.2, (a) in no event shall Scenario be liable to Client or its Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement, and (b) the total liability of Scenario for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees already paid to Scenario for the preceding twelve (12) months.

7.2. Indemnification. Each party shall indemnify and hold the other harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property provided by or uploaded to the Scenario LMS by the other party infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Scenario may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Hillsborough County.

7.5. Force Majeure. Scenario shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

7.6. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.7. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.8. Entire Agreement. This Agreement and its schedules and exhibits represent the entire understanding and agreement between Scenario and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Scenario and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

Scenario Learning, LLC D/B/A Vector Solutions

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Warren County School District

6820 Market Street

Russell, PA 16345

By: _____

Printed Name: John-Michael Larry

Title: Account Management Team Lead

Date: _____

By: _____

Printed Name: Donna L. Zariczny

Title: President

Date: _____

ATTEST: _____
Board Secretary