

This Online Educational Products and Services Order (this "Order"), dated as of April 21st, 2021 (the "Order Effective Date"), is between Warren County School District, located at 6820 Market Street, Russell, PA 16345 ("Customer") and SchoolsPLP ("PLP"), 24 W Camelback Rd STE A-422, Phoenix, AZ 85013. This Order incorporates and is in all respects subject to PLP Online Educational Products and Services Agreement Terms ("Terms") that is listed as listed in the attached Exhibit A. This Order bears the signature of authorized signor on behalf of Warren County School District. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Accepted by PLP:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

1. Period is 6/1/2021 through 7/31/2022 and any renewal period, (if applicable).

2. Territory: Warren County School District Students. The School District shall not 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.

3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price	Period	Total
14 Month Concurrent User Licenses	Concurrent User License – 25 Concurrent User Licenses Core Content Grades PreK-12th Grade and College and Career Elective Courses. Licenses will be active from June 1, 2021 through July 31, 2022.	\$577.50 per user per year	14 months	\$14,437.50
SchoolsPLP Annual Concurrent User Licenses	Concurrent User License – 151 Concurrent User Licenses Core Content Grades PreK-12th Grade and College and Career Elective Courses. Licenses will be active from August 1, 2021 through July 31, 2022.	\$455 per concurrent user per year	1 years	\$68,705

* Warren County School District is forming a purchasing consortium with surrounding districts.

4. Description of Educational Products.

SchoolsPLP License: The SchoolsPLP Concurrent User license includes: (1) PreK – 12th Grade online course content and (2) Hosting service. The Concurrent User license allows for the recycling/reusing of the Concurrent User licenses. When a student stops using the system, another student can be added to SchoolsPLP and courses assigned to that student.

5. Description of Services.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to Customers students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

SchoolsPLP User Terms: PLP shall provide an invoice for the initial purchase plus any start-up services. This invoice shall be due within 30 days. PLP shall provide an invoice for additional users, if applicable, during the month following the new usage peak. This invoice shall be due within 30 days.

SchoolsPLP Professional Development Services: Orders for Professional Development Services shall be invoiced at the time of service, payable within thirty (30) days of the date of invoice, in accordance with the Terms.

7. Criminal Background Checks.

All SchoolsPLP employees, agents, contractors, and/or vendors who will have any unsupervised contact with Customer's students must have first successfully completed a criminal history background check.

8. Customer's Policies and Procedures.

- a. SchoolsPLP acknowledges and agrees that all Customer's students are subject to all of Customer's policies and procedures concerning attendance, enrollment, withdrawal, and re-enrollment requirements.
- b. Copies of Customer's policies and procedures concerning students will be provided by Customer to SchoolsPLP upon request. All such policies and procedures are subject to change at any time by Customer.

9. Student Privacy and FERPA.

- a. Customer and SchoolsPLP agree and warrant that, in connection with this Order, SchoolsPLP (and its officers, agents, employees, and representatives):
 - i. has a legitimate educational interest with respect to the educational records of Customer's students enrolled in or considering enrollment in SchoolsPLP courses;
 - ii. will perform institutional services or functions for which Customer would otherwise use employees;
 - iii. is under the control of Customer with respect to its use and maintenance of Customer's students' educational records; and
 - iv. is subject to the Family Educational Rights and Privacy Act ("FERPA") and its regulations with respect to SchoolsPLP use, handling, and re-disclosure of student education records.

EXHIBIT A
SchoolsPLP Online Educational Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period").

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to PLP or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period.

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth in the Order. If full payment is not timely received when due, PLP, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date.

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Upon request, Customer must provide PLP with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to PLP.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to PLP as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide PLP with all information reasonably required by PLP to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that PLP is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period of this Agreement. PLP agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, PLP has a legitimate educational interest for purposes of Customer disclosing to PLP students' educational records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law PLP or its affiliates may provide Customer with confidential information (as designated by PLP) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

SPECIAL EDUCATION AND DISABILITIES: If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the foregoing, during the Period of this Agreement, PLP will discuss, formulate and make adjustments and accommodations in the furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that PLP may do so without incurring direct or indirect costs.

PUBLICITY: During the Period of this Agreement, Customer hereby agrees that PLP and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content, PLP will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

WARRANTY: PLP warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND PLP MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENT OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, PLP MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE PLP WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. PLP OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. PLP DOES NOT WARRANT THAT USE OF THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivative thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and PLP (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of PLP, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of PLP's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of PLP or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, PLP's interests will be irreparably injured, the full extent of PLP's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that PLP will be entitled to enforce this Agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: PLP agrees to defend, indemnify, and hold harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fee, that arise out of or in connection with any acts or omissions of PLP related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that (a) Customer provide written notice to PLP within thirty (30) days of its receipt of the Claim and (b) Customer permits PLP to assume the control and defense of the Claim with counsel selected by PLP and approved by Customer, whose approval shall not be unreasonably withheld. IN NO EVENT SHALL PLP'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN THE CONNECTION HERewith EXCEED THE AMOUNT PAID BY CUSTOMER TO PLP HEREUNDER. IN NO EVENT SHALL PLP BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER PLP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of PLP and the Superintendent of the Customer or their respective designees. The laws of the State of Arizona, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in Maricopa County, Arizona for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suite or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.

MISCELLANEOUS: (a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; (b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions of the application to a different set of circumstances; (c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that PLP may assign all of its rights and obligations under this Agreement to any person or entity that controls PLP, is controlled by PLP, or is under common control with PLP or to any successor in interest that acquires all or substantially all of the assets of PLP; (d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; (e) PLP is not a division or any part of Customer. Customer is not a division or any part of PLP. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between PLP and Customer; (f) Notwithstanding any other section of this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; (g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; (h) All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement; (i) This Agreement and the documents to which it refers from the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; (j) PLP will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of PLP is an entity that controls, is controlled by, or under common control with, PLP and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. PLP and its Affiliates shall be referred to collectively as PLP; (k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and PLP to 24 W Camelback Rd STE A-422, Phoenix, AZ 85013 (and such addresses may be changed upon proper notice to such addresses). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing, or as to overnight delivery, on the date of personal delivery to the address stated thereon; (l) PLP is an independent contractor of Customer, and PLP and Customer recognize that none of PLP or its Affiliates employees or agents are employees of Customer; (m) PLP warrants that neither it, nor any of its Affiliates, nor any agents or contractors of the same will violate any provision of federal, state, or local law in the provision of any goods or services to Customer.