



**CLASS TECHNOLOGIES, INC. ORDER FORM - FEES AND PRICING**  
**Warren County School District**

This Class Technologies, Inc. Order Form ("Order Form" or "OF") by and between Class Technologies, Inc. ("Class" or "Company") and the Customer named above ("Customer") details the terms of Customer's subscription license and use of the products and services set forth below ("Pricing Summary"). This Order Form shall become effective on the Effective Date (as defined below). This Order Form, together with the [Class License and Services Agreement](#) and any Statements of Work ("SOW") and/or Exhibits or Addenda, form the entire agreement between the parties in respect of the products and services set forth in the Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Class to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Class License and Services Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represents and warrants that he or she is authorized to execute the Agreement on behalf of Customer or Class as applicable.

**PRICING SUMMARY**

PILOT PRODUCT/SERVICE	Student User Band	Pilot Term Fees
<b>Class pilot license (does not renew)</b>	<b>0-500</b>	<b>\$3,000</b>
<b>Class pilot training</b> Two 45 min. training sessions led by Class account executive	--	<b>Included in Pilot</b>
<b>Premium Support</b> Three named contacts to support account, email web-ticket support, phone support (Monday-Friday 9AM to 5PM EST), dedicated customer support specialist (CSS), response SLA 24 hours.	--	<b>Included in Pilot</b>
<b>Managed Implementation- (see attached SOW) (One-time fee)</b>	--	<b>Included in Pilot</b>
<b>Total Fees</b>		<b>\$3,000</b>

PRODUCT/SERVICE	Student User Band	Year 1 of Initial Term Fees
<b>Class subscription license (annual fee)</b>	<b>0-500</b>	<b>\$5,500</b>
<b>Annual Premium Support (annual fee)</b> Three named contacts to support account, email web-ticket support, phone support (Monday-Friday 9AM to 5PM EST), dedicated customer support specialist (CSS), response SLA 24 hours	--	<b>\$2,000</b>
<b>Managed Implementation Services (see attached SOW) (one time fee)</b>	--	<b>Included in Pilot</b>
<b>Total Fees</b>		<b>\$7,500</b>

\*Pricing based on current User Band as outlined above. Any additional fees for Authorized End User overages shall be applied on renewal based upon Class analysis of Customer Usage Data.

**NOTES**

<b>Authorized End Users</b>	Registered students, prospective students, faculty, administrators and staff of Customer.
<b>Pilot Term</b>	5 months beginning on January 1, 2022 with installation and setup in December of 2021
<b>Initial Term Effective Date</b>	The Initial Term Effective Date is June 1, 2022 ("Effective Date").
<b>Initial Term</b>	This Order Form shall commence on the Effective Date and continue for a period of twelve months ("Initial Term").
<b>Option to terminate</b>	Customer may terminate this agreement for convenience without penalty or charge by providing Company with a written termination notice prior to June 1, 2022

<b>Payment Terms</b>	<p>Payment due for Pilot Term: USD \$3,000  Payment due for Year 1 of Initial Term: USD \$7,500</p> <p>-Customer shall be invoiced for amounts due for the Pilot Term on January 1, 2022  - Customer shall be invoiced for amounts due for the <b>first</b> year of the Initial Term upon the Effective Date.  - All initial and subsequent payments shall be due Net 30 from the date of Invoice. Unless otherwise specified, all dollars (\$) are United States currency.</p> <p>- Sales Tax: If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form.</p>				
<b>Renewal Terms</b>	<p>After the Initial Term, the license will renew for successive one (1) year periods following the Initial Term at Company "then current" pricing unless either party gives written notice of termination at least sixty (60) calendar days prior to the conclusion of the Term. Customer shall pay Company each annual Renewal Term Subscription Fee at the start of each annual Renewal Term.</p>				
<b>Additional Notes</b>	<p>The pricing herein is limited to one (1) installation of Class integrating with one (1) Zoom domain. In the event, Customer requests integration with multiple Zoom domains, Customer will be required to purchase additional Class licenses.</p>				
<b>Class Remittance Address</b>	<p>PO Box 99092 Raleigh, NC 27624</p>				
<b>Customer Billing Information</b>	<table border="1"> <tr> <td>Billing Contact Name:</td> </tr> <tr> <td>Billing Contact Address:</td> </tr> <tr> <td>Billing Contact Phone/Email:</td> </tr> <tr> <td> </td> </tr> </table>	Billing Contact Name:	Billing Contact Address:	Billing Contact Phone/Email:	
Billing Contact Name:					
Billing Contact Address:					
Billing Contact Phone/Email:					

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have caused this Order Form and Agreement to be executed by their duly authorized officers as of the day and year below.

Class Technologies, Inc.	Customer:
Name & Title: Tess Frazier, SVP & Chief Compliance Officer	Name & Title:
Date:	Date:
Email Address for Notice: <a href="mailto:legal@class.com">legal@class.com</a>	Email Address for Notice:

**Class Technologies, Inc.**  
**Warren County School District**  
**Statement of Work (SOW)**

This Statement of Work ("SOW") is a preliminary expectation of both Class Technologies, Inc. ("Class") and Customer of the services that shall be performed. This SOW is an exhibit to the Order Form between Class and Customer which is hereby referenced and incorporated into this SOW and will control the delivery of services. It may be modified in writing if approved by the designated representatives of each Class and Customer. Any services beyond the scope outlined herein, shall be the subject of an additional SOW.

**Managed Implementation Package:**

*Services Implemented during Initial Kick-off with Customer Success Manager*

- Onboarding instruction and Class authorization with Zoom Administrator
- Class demonstration for IT and technical team
- LMS integration configuration shepherding
  - Scoping of LTI Compliant LMS with administrator(s)
  - Authorization of LMS administrator(s) for access to admin portal
  - Custom XML, launch configuration, course placement
  - Testing and explanation of Class/LMS workflow for instructors and students.
- Scoping with the institution or company desktop team on best practices for deploying Class on Windows and MacOS for instructors and learners.
- Zoom Single Sign-On Scoping and Configuration (Zoom Administration)
  - This optional service is only necessary for institutions or companies new to Zoom needing help with initial administrative setup
- Review of the global configuration options within the admin portal.

*Services Implemented following Initial Kick-off*

- LTI configuration on production systems
- Institution Desktop (end-point computing) team advisement
- Data export mapping shepherding service (roster import)
  - Scoping of CSV import workflow for IT administrators
  - Documentation and provisioning of file formats.

**Objective**

We are proud to propose to Customer a Class Professional Services effort to support the deployment of Class.

The intended outcomes of this effort are to:

- Deploy the solution and ensure effective rollout for the Customer organization.
- Provide knowledge transfer, solution expertise and train Customer project team as the key administrative users who will be critical to the successful rollout and support of the solution.

**Professional Services Overview**

The Class Professional Services team provides expertise and guidance throughout the process. These services vary in scope and effort based on our review of the Customer requirements. The team is planning to deliver services, based on the objectives stated above.

Below you will find a description of the proposed effort to ensure a successful deployment of the Class solution. The project is based on current Class functionality and not future product availability.

**Activities and Deliverables**

The Class Project Manager with the support of other members of the Services team as necessary will lead and train the Customer in a series of activities as shown below. The Customer will assign the appropriate resources to support this effort (aka "core team," ideally 1-2 members) that will include a project manager, executive sponsor and other stakeholders where appropriate. The Customer core team will work closely with the Class Technologies, Inc. team to successfully deploy the solution.

The order of tasks may vary slightly but generally the activities critical to the success of the effort are organized into a phased methodology approach as follows:

1. **Plan** - The Class Project Manager will schedule the kickoff discussion with Customer project manager and his/her defined team. During this meeting, the team will define the key objectives of the deployment and develop the project plan with estimated timeline and schedule. They will also define the data sources and meeting cadences to ensure the team is meeting regularly to discuss progress, timeline and potential risks.

As part of the Class planning phase, the Customer will need to provide a list of data sources they plan to use. This list of data sources needs to be well defined at the onset. Most Customers, identify initial data sources such as : LMS, SIS, ERP, etc.. Should additional data sources be needed post this initial scoping effort, a separate change order may be required and additional fees may apply.

2. **Inform & Configure**— The Class Project Manager and Customer project team will prepare the basic setup of the system. The data connections typically included in this activity are from existing institutional sources (LMS, SIS, ERP, etc.).

### 3. **Training Services.**

#### a. **Pilot Training**

- Two 45min. training sessions led for pilot teachers by Class account executive
- Access to user guides and videos for asynchronous training

### 4. **Deploy** – The Class Project Manager will perform a debrief on the deployment and close out the project plan. All day to day support will be transferred to the Class Support Services Team.

#### **Customer Responsibilities**

To support initial implementation and ongoing support of Class, Customer agrees to provide a day-to-day point of contact. This person can either be a system administrator or project manager/administrator who is ultimately responsible for the success of the effort. This resource will act as the team lead on the Customer core team. His or her responsibilities include:

1. Attend project team meetings and training sessions designed to prepare the core team to perform and manage all administrative processes.
2. Provide access to resources and staff as necessary for this project;
3. Follow-up on questions and circulate materials as appropriate;
4. Facilitate scheduling, invite and confirm participants for online presentations and working sessions if appropriate;
5. Ensure access to data sources and any other relevant inputs to the process

Customer also agrees to include executive-level leadership and support for the project. Duties of the core team include:

1. Primary stakeholders for the project and validate the direction and ongoing uses for how Class will be used at the institution.
2. Participation in discussions during the implementation
3. Determine key roles & responsibilities for the deployment.

#### **Closeout Process**

As part of our methodology, the Class Project Manager will consolidate relevant information and formally close out the project once the above tasks and activities are completed. This includes incorporating feedback, identifying key insights and scheduling a debrief session with Customer team to review findings.

#### **Change Management**

Once Customer has agreed upon the activities included in this proposal, the combined project team (Class and Customer) will utilize change control if a change occurs that may impact the agreed upon schedule. Any request for any change in service must be in writing: this includes requests for changes in project plans, scope, schedule, requirements and specifications, or any other aspects of the project. Services related to changes will be performed only after the Customer and Class agree in writing to the proposed changes.

#### **Additional Professional Services**

Any additional requests for additional professional services not outlined herein will be considered a change request. All requests will be reviewed to determine the scope of work and associated costs.

#### **Fees**

The proposed services are priced as indicated in the Order Form.