Renewal Purchase Agreement

Contract Start Date	8/1/2022	Contract End Date	7/31/2025
Payment Terms	Pre-Pay	Billing Frequency	Triennial
LMS	Buzz	LMS Type	NON Hosted LMS
Account Name		Created Date	4/8/2022
Billing Address	Warren County School District		

6820 Market St
Russell, Pennsylvania 16345-3406
United States

Pricing Line Item	Quantity	Sales Price	Line Item Description	Total Price
Student License	2,220.00	$40.00	Licenses usable over a 3 year period. Unused licenses can be rolled into a future renewal.	$88,800.00
Student License	30.00	$0.00	Unused licenses paid for in 2021 contract	$0.00
Instructional Services	1.00	$0.00	IS will be billed at $200 per student enrollment	$0.00
			Grand Total	$88,800.00

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 [Terms and Conditions](#) ("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.   The School District and eDynamic mutually agree that the agreement between the parties that was approved by the School District's Board of School Directors on May 10, 2021, and had a term of August 1, 2021, through August 1, 2022, shall terminate on August 1, 2022, and not renew.

2.   This Agreement shall terminate on August 1, 2025, and shall not automatically renew for any additional years.

3.   *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.*

4.   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.

5.   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.

6.   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.

eDynamic Learning

By:_____

Name: Ricci Blackwell
Title: Director, Sales Operations
Date: April 22, 2022

WARREN COUNTY SCHOOL DISTRICT

By _____
Name: Paul Mangione
Title: President, Board of School Directors
Date:

By _____*(ATTEST)*
Name: Ruth A. Huck
Title: Secretary, Board of School Directors
Date: