

## WEB APPLICATION SERVICES AGREEMENT

This Web Application Services Agreement ("Agreement") is effective as of this, the 2nd day of June 2023 (the "Effective Date") by and between Eduready360, LLC ("Eduready360"), a Pennsylvania Limited Liability Corporation, with its principal place of business located at 138 South Main Street, Greensburg, PA 15601, and Warren County Career Center ("Client"), an educational institution, located at 347 East Fifth Avenue, Warren, PA 16365, collectively referred to as the "Parties".

### 1. SERVICES.

**1.1 General.** This Agreement contains the terms and conditions for the provision of services by Eduready360 to Client as more fully specified on Exhibit A attached hereto (the "Services").

**1.2 Voluntary Participation.** The parties agree that this is a non-exclusive relationship, and there are no commitments by or obligations of Client to purchase any Services. Eduready360 also reserves the right to also offer the same or similar services to other clients at any time.

### 2. TERM AND TERMINATION.

**2.1 Term.** This Agreement shall commence as of the Effective Date and shall continue until terminated in accordance with the terms hereof.

**2.2 Termination for Cause.** Either party may terminate this Agreement if the other party materially breaches an obligation under this Agreement and such breach remains uncured for thirty (30) days from the date the breaching party receives notice of such breach and a demand for cure from the non-breaching party.

**2.3 Termination due to Bankruptcy and/or Insolvency.** Either party may terminate this Agreement if the other party: (a) files a voluntary petition for bankruptcy, (b) has an involuntary petition of bankruptcy filed against it which is not discharged within sixty (60) days of such filing; (c) assigns the majority of its assets for the benefit of creditors; (d) has a receiver appointed over a majority of its assets, or (e) is generally unable to pay its debts as they become due.

### 3. PAYMENT.

**3.1 Fees.** Fees for the Services ("Fees") shall be as set forth in Exhibit A.

**3.2 Invoices.** Each correct and undisputed invoice shall be due and payable within thirty (30) days from the date of Client's receipt of invoice. All payments shall be submitted to Eduready360 as designated in Section 7.

### 4. WARRANTIES.

**4.1 Performance.** Eduready360 represents and warrants that the Services will be performed in a professional and workmanlike manner, with care, skill and diligence, and consistent with the applicable standards in Eduready360's industry.

**4.2 Compliance with Law.** Eduready360 represents and warrants that the Services will comply with all applicable laws, statutes, codes, ordinances, rules and regulations.

**5. MOST FAVORED CUSTOMER.** Eduready360 represents and warrants that the pricing terms of this Agreement are comparable to or better than the pricing terms offered by Eduready360 to any of its commercial customers of equal or lesser size for comparable services.

### 6. LIMITATIONS OF LIABILITY.

**6.1 Maximum Liability.** EDUREADY360'S, ITS AFFILIATES' AND SUBSIDIARIES' AGGREGATE LIABILITY FROM ANY CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY CLIENT UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**6.2 No Consequential Damages.** NEITHER EDUREADY360, ITS AFFILIATES, OR SUBSIDIARIES WILL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

**6.3 Disclaimer.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, EDUREADY360 DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED. NEITHER EDUREADY360 OR CLIENT IS LIABLE TO THE OTHER IF THEY ARE UNABLE TO PERFORM DUE TO EVENTS THEY ARE UNABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

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**7. NOTICES.** Except as otherwise provided herein, all notices, requests, approvals, demands, invoices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective as follows: when received by email during normal business hours, provided that a confirmation of such transmission confirming that all of the pages were successfully transmitted without error is received by the sending party, when delivered personally to representative(s) designated to receive notices for the intended recipient, the next business day following deposit with a nationally recognized overnight courier service, or, three (3) business days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid, addressed as follows: (a) if to Eduready360:

Address: Eduready360, 138 S Main St, Greensburg, PA 15601;  
Email: info@eduready360.com;

and (b) if to Client: to the following:

Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**8. ASSIGNMENT.** Neither party shall assign any part of this Agreement or delegate the obligations set forth herein without the prior written consent of the other party; provided, however, Eduready360 may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to an affiliate or to Eduready360's successor-in-interest in connection with a merger, reorganization, consolidation or sale. This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of the parties.

**9. PUBLICITY.** Neither party may use the other party's name or the names of any of the other party's affiliates or subsidiaries, or any of their corporate or trade names, trademarks, logos, service marks, symbols, insignia, or other distinguishing marks, for any reason, including but not limited to advertising, publicity releases, or promotional or marketing publications, without the express prior written consent of the other party in each instance.

**10. OWNERSHIP.** Unless otherwise specified in Exhibit A, this Agreement does not constitute ownership of part of, or form of, any content created by Eduready360, including but not limited to the Product or Services, its source code or any other intellectual property created by Eduready360. Client also acknowledges that its personnel may be exposed to confidential information or other trade secrets of Eduready360 and agrees to take all reasonable measures to ensure that any such confidential information shall not be disclosed by Client or its personnel to anyone without the prior written authorization and consent of Eduready360. Upon the termination of this Agreement or the request of Eduready360, Client agrees to immediately return to Eduready360 all copies of confidential information of Eduready360 then in Client possession.

**11. ENTIRE AGREEMENT; AMENDMENT.** This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements between the parties with respect thereto. This Agreement may not be modified without a written amendment signed by an authorized representative of each party.

**12. NON-WAIVER.** No waiver by a party of any breach of the other party of any condition, representation or warranty contained in this Agreement and no failure by a party to exercise any rights under this Agreement or to insist upon the strict performance of any obligations of the other shall constitute or be deemed a waiver or release of any rights and remedies of that party in the event of a subsequent breach of the same nature or of any other breach on the part of the other party. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**13. GOVERNING LAW.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Pennsylvania.

**14. RELATIONSHIP OF THE PARTIES.** This Agreement does not constitute a hiring by either party. It is the parties intention that Client shall have an independent contractor status and not be an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Client shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and Eduready360 shall not be liable for any obligations incurred by Client unless specifically authorized in writing. Client shall not act as an agent of Eduready360, ostensibly or otherwise, nor bind Eduready360 in any manner, unless specifically authorized to do so in writing. The personnel designated by Eduready360 to perform the Services are employees of Eduready360 and are not employees of Client. Eduready360 will be solely responsible for and will pay all unemployment, social security and other payroll taxes, and all workers' compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to Eduready360 and Eduready360's employees, and Client will do the same for their employees.

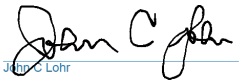
**15. CUMULATIVE REMEDIES; OFFSETS.** Except as otherwise expressly provided in this Agreement, all remedies in this Agreement are cumulative and in addition to, and not in lieu of, any other remedies available to a party at law or in equity. In the event of a claim by Eduready360 for loss or damages for which Client is responsible, Eduready360 shall be entitled to adjust the amounts claimed against future or outstanding payments due, or which may become due, to Client.

**16. COUNTERPARTS; FACSIMILE / ELECTRONIC EXECUTION.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or electronic execution and delivery of this Agreement shall be legal, valid and binding execution and delivery for all purposes.

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**IN WITNESS WHEREOF**, each party hereto has executed this Agreement, or has caused this Agreement to be executed by its duly authorized officer or registered agent, as of the Effective Date, and each Party further certifies that all information contained within this Agreement is complete and accurate to the best of their knowledge.

**Eduready360:**

Signature:  \_\_\_\_\_  
John C Lohr

Printed Name: John Lohr

Title: Project Director

Date: 06/02/2023

**Client:**

Signature: \_\_\_\_\_

Printed Name: Paul J. Mangione

Title: Board President

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Ruth A. Huck, Board Secretary

## EXHIBIT A

### DESCRIPTION OF SERVICES AND FEES

#### Contract Duration and Extensions:

1. The Parties, by mutual contract, establish the date for the start of commercial activities, 7/1/2023 (the "Start Date"), as the date for the start of billable operations.
2. This Agreement shall remain in full force and effect from the Start Date until 6/30/2026, (the "Term") with successive 3 year extensions. The Start Date of Renewal Terms shall occur on the day after the previous term expires, unless either of the parties provides notice of its desire to terminate the extension of this Agreement. Termination in this case must be done in writing and by means of an advanced notice of at least sixty (60) days.
3. The Annual License Fee (defined below) shall not be changed during the initial Term of the Agreement, but shall be subject to change from one Term to the next, provided that Eduready360 provides Client with written notice of said change at least ninety (90) days prior to the end of the then-current Term.

#### Duties and Fees:

1. Eduready360 agrees to provide Client the Services, which shall include access to and use of CTE-360, (the "Product"), defined more fully in the Scope of Work below, for the Term of this Agreement.
2. Client agrees to pay Eduready360 according to the following terms:
  - o Eduready360 agrees to grant Client license to use Product for 14 Department of Education-approved CTE programs specified in Exhibit B (each defined as a "Class"). If Client would like to add or remove Classes from Product, an addendum to this Agreement will be made to adjust the Fees accordingly. Client must provide written notice of their desire to make these changes at least sixty (60) days prior to the expiration date of the current Term.
  - o Client agrees to pay Eduready360 a fee of \$ 427.50 per year for each Class (as determined by the CIP code specified on a state-approved CTE program list) that is added to Product (the "Maintenance & Support Fee"). The Maintenance & Support Fee for any new Class shall be due and payable prior to the Class being added to Product.
  - o The annual cost to Client will be \$ 5,985.00 for the Initial Term. Eduready360 may, at their sole discretion, prorate any amounts due for the Initial Term of this Agreement.
  - o Client agrees to pay Eduready360 a total of \$ 17,955.00 throughout the Initial Term of the Agreement, according to the following schedule (the "Due Dates"):
    - \$ 5,985.00 will be due on 8/15/2023.
    - \$ 5,985.00 will be due on 8/15/2024.
    - \$ 5,985.00 will be due on 8/15/2025.
    - \$ \_\_\_\_\_ will be due on \_\_\_\_\_.
    - \$ \_\_\_\_\_ will be due on \_\_\_\_\_.
  - o If renewed, \$ 5,985.00 will be due on August 15th of each subsequent year throughout the Renewal Term, unless the Annual License Fee is changed. If the Annual License Fee changes, this Agreement will become null and void and a new agreement will need to be signed to continue use of Product.
  - o Eduready360 may suspend Client's access to use Product if Client fails to pay any amounts due and such failure continues for a period of sixty (60) days after the last day payment is due, so long as Eduready360 gives Client written notice of the expiration date of the aforementioned sixty (60) day period at least thirty (30) days before such expiration date.
3. The Fees do not include any applicable state or federal taxes. Client will be required to pay any applicable taxes.
4. Eduready360 will act in good faith and make a reasonable effort to complete all work in a timely manner.
5. All student and employee related information, data and documents provided by Client to Eduready360 shall be deemed to be confidential information as referenced in Paragraph 10 of the Agreement. Eduready360 shall safeguard all confidential information from disclosure to non-essential personnel within or outside Eduready360 and to comply with the privacy laws that protect such information including student education records protected under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
6. This Agreement shall be considered a public record subject to disclosure under the Pennsylvania Right-to-Know Law, unless otherwise determined to be exempt from disclosure by law.

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### **Scope of Work:**

1. Product consists of all programming, code, and other content accessible to Client from the following domain(s):  
wcsdpa.jobreadywbl.com
2. Product also includes databases and data created on servers and hosting environments managed by Eduready360 which are used by this domain
3. Eduready360 will store all content related to Product and make it publicly accessible on the Internet.
4. Eduready360 will be responsible for all costs related to web hosting, server configurations, data backup, SSL certificates, and domain name renewals.
5. Eduready360 agrees to export all data created by Client ("Client Data") and provide it to Client if and when this Agreement is terminated.
6. Eduready360 agrees to make daily backups of Client Data and store those backup files for at least six (6) months on Eduready360 servers.  
Access to backup files will be secured both physically and digitally.
7. Client agrees to provide Eduready360 with the following for the purpose of configuring access to the Product.
  - a. Student demographic and enrollment information.
  - b. Teacher and administrator demographic information.
  - c. Any other data, audio/visual media, and/or textual content that Client wishes to include.
8. Eduready360 shall complete the initial setup of Product, which shall consist of creating user accounts, class creation and corresponding teacher assignments, student enrollments, and SIS integration (synchronization of students, classes, student enrollments, attendance, and term grades). Eduready360 will also provide up to 4 hours of training via videoconferencing sessions.
9. Eduready360 shall provide end-user technical support to employees of Client via email and live chat built into Product. Phone support may also be available but email or live chat is preferred.
10. All student and employee related information, data and documents provided by Client to Eduready360 shall be deemed to be confidential information as referenced in Paragraph 10 of the Agreement. Eduready360 shall safeguard all confidential information from disclosure to non-essential personnel within or outside Eduready360 and to comply with the privacy laws that protect such information including student education records protected under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
11. This Agreement shall be considered a public record subject to disclosure under the Pennsylvania Right-to-Know Law, unless otherwise determined to be exempt from disclosure by law.

### **Terms and Conditions:**

1. Eduready360 agrees that Client will be granted ownership of all data entered into Product and Client is free to use Product in any way that they choose, provided that this does not violate any part of this Agreement.
2. Eduready360 shall not be held liable for any and all losses or damages caused by programming errors made in good faith. Eduready360 agrees to test all code and revisions to Product in a sandbox environment before making changes to the Client's production environment.
3. All payments to Eduready360 for products and services are non refundable unless otherwise explicitly stated in this Agreement.
4. Except as expressly provided in this Agreement, the Services and Product are provided "as is," and Eduready360 expressly disclaims all warranties and conditions of any kind, expressed implied, or statutory, including, without limitation, the implied warranties of merchantability, and fitness for a particular purpose. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein and Product will be deemed acceptable when delivered.

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## Audit Report For CTE-360 Contract (CTE-360 Contract)

**Created** 06/02/2023  
**Submission ID** uGGxKvjFmultrLKZDdwJbouR7mL1PS1etMAtmxfxmUhsUk11D

### Submission History

-  Sent to John Lohr (john@eduready360.com) for signature  
06/02/2023 12:35 PM - IP Address: 3.84.40.33
-  Form submitted with John Lohr (john@eduready360.com) and Jim Evers (eversj@wcsdpa.org) as the signer  
06/02/2023 12:35 PM - IP Address: 3.84.40.33
-  Viewed by John Lohr (john@eduready360.com)  
06/02/2023 12:35 PM - IP Address: 50.248.94.193, 162.158.78.20
-  Signed by John Lohr (john@eduready360.com)  
06/02/2023 12:43 PM - IP Address: 50.248.94.193, 172.70.134.43
-  Sent to Jim Evers (eversj@wcsdpa.org) for signature  
06/02/2023 12:43 PM - IP Address: 50.248.94.193, 172.70.134.43
-  Email was delivered to Jim Evers (eversj@wcsdpa.org)  
06/02/2023 12:43 PM - IP Address: 35.212.116.40
-  Email was opened by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 12:43 PM - IP Address: 35.212.66.86
-  Viewed by John Lohr (john@eduready360.com)  
06/02/2023 12:43 PM - IP Address: 50.248.94.193, 172.70.134.43
-  Email was opened by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:04 PM - IP Address: 35.212.222.125
-  Viewed by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:06 PM - IP Address: 74.81.112.134, 172.68.70.121
-  Email link was clicked by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:06 PM - IP Address: 35.212.184.117
-  Email was opened by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:11 PM - IP Address: 35.212.117.194
-  Email was opened by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:14 PM - IP Address: 35.212.201.67
-  Email was opened by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:24 PM - IP Address: 35.212.69.81
-  Email link was clicked by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:25 PM - IP Address: 35.212.79.242
-  Viewed by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:25 PM - IP Address: 74.81.112.134, 172.68.70.117
-  Email was opened by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 02:33 PM - IP Address: 35.212.79.242
-  Email was opened by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 03:20 PM - IP Address: 35.212.229.117
-  Email was opened by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 03:48 PM - IP Address: 35.212.66.86
-  Viewed by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 03:54 PM - IP Address: 74.81.112.134, 172.68.70.116

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06/02/2023 03:54 PM - IP Address: 35.212.205.126

👁 Viewed by Jim Evers (eversj@wcsdpa.org)  
06/02/2023 04:00 PM - IP Address: 74.81.112.134, 172.68.70.117

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