



Quote and Order Form

Please complete this form to purchase a subscription to the Legends of Learning platform for your district.

Prepared For:

| | | | |
|-----------------|------------------------|--------------------|--------------------|
| School Name | Warren Virtual Academy | Authorized Contact | Misty Weber |
| School District | Warren County Sd | Title | Principal |
| Billing Address | PA | Phone | 8147230574 x1315 |
| | | Email | webermd@wcsdpa.org |

Quote Information:

| | | | |
|------------------|-----------|-------------|--|
| Quote Number | 00010152 | Prepared By | Xochitl Guerrero |
| Quote Date | 8/11/2023 | Email | xochitl.guerrero@legendsoflearning.com |
| Quote Valid Thru | 6/30/2024 | | |

Product Suites and Pricing

| Product | Quantity | Units | Unit Price | Total Suite Price |
|----------------------------------|----------|---------|------------|-------------------|
| Legends of Learning Site License | 1.00 | Schools | \$3,790.00 | \$3,790.00 |

Total Price and Terms

| | | |
|---------------------|-------------------|------------|
| PO Number: | Total Price Quote | \$3,790.00 |
| Credit Card number: | Start Date | 7/1/2024 |
| Expiration (MM/YY): | End/Renewal Date | 6/30/2025 |
| CVC Code: | | |

Signators

| | | | |
|--------------|--|------------|---------------------|
| Account Name | PA - WARRE CO SCHOO DISTR - Warren Virtual Academy | Company | Legends of Learning |
| Signature: | | Signature: | |
| Name | Misty Weber | Name | Xochitl Guerrero |
| Title | Principal | Date: | |
| Date: | | | |

Multi-Year Option

| | | | |
|--------------|-------------|--------------|--------|
| 2 Year Price | \$7,580.00 | 2 Year Total | \$0.00 |
| 3 Year Price | \$11,370.00 | Savings | |
| | | 3 Year Total | \$0.00 |
| | | Savings | |

Multi-year purchases allow the purchase of more than one fiscal year at once. The advantage of a multi-year purchase is the lower price for the additional years. Payment for all years must be made upfront to take advantage of the savings. Quotes available upon request.

This Order and the Terms of Service are hereby accepted and agreed to by duly authorized representatives signed above. Payment is accepted by check/purchase order or credit card. Payment is due Net 30. Make checks payable to: Legends of Learning, Inc., 7500 Montpelier Rd Suite 105, #336 Laurel, MD 20723. Address Purchase Orders to this address or via email to: billing@legendsoflearning.com. Contract is subject to the Legends of Learning Terms and Conditions and Privacy Policy, available at www.legendsoflearning.com/terms-and-conditions/. Legends of Learning's tax ID number is 81-3257447. Legends of Learning, Inc., is the sole source supplier, publisher, and holder of all copyrights on the Legends of Learning platform. Our sole source letter may be printed from www.legendsoflearning.com/get-legends-of-learning/.

Terms and Conditions

Effective February 27, 2017

Welcome to Legends of Learning! These are the terms of your using our in school online game based learning and content platform (the **"Platform"**), and any other websites, applications, Application Programming Interfaces ("APIs"), and online services provided in connection with the Platform (collectively, with the Platform, the **"Services"**) and are operated by Legends of Learning, Inc. (**"Legends of Learning"**, **"we"**, **"our"**, or **"us"**).

By using the Services, you agree to the following Terms and Conditions ("Terms").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

If you use the Services, or if you register as a user, you are agreeing to these terms as well as to our [Privacy Policy](#), which describes how we collect and use information about you. If your school, school district or other educational institution (each an **"Educational Institution"**) has a separate agreement with us, these terms will apply only to the extent they do not conflict with that agreement.

Our Services are not offered directly to students. Educational Institutions or teachers must first sign up for primary accounts, and then invite students to use Legends of Learning through student accounts. If we learn that a student of any age has created a primary account, that account will be deleted. For more information on our treatment of information collected from children under the age of 13, please see the [Legends of Learning Privacy Policy](#).

Changes to These Terms and Conditions and to the Services

We may amend these Terms from time to time. The most current version will always be here. If we believe an amendment is material, we will notify you by emailing the email address you provided to us, if you have provided one. By continuing to access or use the Services after an amendment becomes effective, you agree to be bound by the amended Terms. We may change the functionality of the Services, or stop offering the Services altogether, at any time and without notice to you.

Our Rights and Our License to You

The games, assessments, video, images, audio and text, question bank, or any other content available through the Services (**"Content"**) and all intellectual property pertaining to or contained on the Services (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by us or third parties who have granted us the rights to use them. All rights, title, and interest in these remain the property of Legends of Learning and/or such third-party owner, as applicable. All content is protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws.

Some of our Content is licensed under Creative Commons licenses. This content will be labeled with the applicable type of license, e.g. "CC BY-NC-SA." Certain Creative Commons Licenses prohibit use for commercial purposes and require certain attribution. Please read the terms of the relevant license carefully

worldwide license to view, download and use our Content, view and make copies of relevant documents, pages, images, or other materials on the Services and to transmit and perform such materials, provided that all such use is made in K-12 educational settings or for non-commercial purposes.

You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Content or the Services, or any portion of the Content or Services, for any public or commercial use without our express written consent. Additionally, you agree that you (i) will not remove or alter any author, trademark, or other proprietary notice or legend displayed on the Services (or printed pages produced from the Services), and (ii) will not make any other modifications to any documents obtained from this other than in connection with completing information required for your use of the Services.

Eligibility and Registration

Our Services are not offered directly to students on any basis. Educational Institutions or teachers who are at least 18 years of age, must first sign up for primary accounts, and then invite students to use Legends of Learning through student accounts. If we learn that a student of any age has created a primary account, that account will be deleted. For children under 13, we require teacher or Educational Institution consent.

By using the Service, you represent and warrant that (a) you are at least 18 years of age and a teach at an Educational Institution (b) all registration information you submit is truthful and accurate; (c) you will maintain the accuracy of such information; (d) **you are acting and are authorized to act on behalf of parents to give Legends of Learning permission to collect the information described in the Privacy Policy with respect to your students who will be using the Services** and that (e) your use of the Service does not violate any applicable law or regulation.

You agree to provide true, accurate, current, and complete information about yourself and the users of the account as prompted by the Services registration form (such information, being the "**Registration Data**"), and you agree to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have any reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse to offer you any and all current or future use of the Services.

You are responsible for maintaining the security of your account and data. Any account name, password, or user ID supplied to you in connection with the Services is personal to you and the members of your household, and you may not transfer or make available your account name, password, or user ID to others. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.

You are entirely responsible for any actions that are taken using your login information or credentials, even if they are obtained illegally by someone (such as a hacker) or if you disclose them by accident. You must notify us immediately of any unauthorized uses of your data, your account or any other breaches of security. You are fully responsible for all activities that occur under the account. If you share any of this information we reserve the right to cancel your registration. For Fee based services sharing this information may result in the cancellation of your account without a refund as well as in the imposition of additional charges based on your unauthorized use.

We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Fee Based Services, Credits

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that you submit to Legends of Learning, or any third party designated by Legends of Learning, and you agree to pay all fees, including any applicable sales taxes, you incur.

You may also receive the ability to use some of the Services for free for a defined period of time or for a certain quantity of usage or otherwise subject to certain restrictions further described in the Platform. Upon the expiration of the time for free usage or otherwise upon the end of the free usage period, Legends of Learning may turn off or otherwise restrict use of any or all free portions of the Services. The terms of the offering of any portion of the Services for free may change from time to time without any notice.

User Submissions:

We will treat any personally identifiable information you provide to us via the Services in accordance with our [Privacy Policy](#).

Any information which is submitted to public areas of the Services, including the online forum or any client testimonials, and any information not containing personally identifiable information, which you post on the Platform or submit through the Services including any reviews, feedback, questions, suggestions, suggested additions to our question bank or to other parts of our Content ("Your Content") will be treated as described below.

You represent and warrant that: (i) you own Your Content or that you otherwise have the right to grant us the licenses and rights to Your Content as are described below, (ii) that the posting, submission or use of Your Content does not violate the privacy rights, publicity rights, copyright, contract rights, intellectual property rights, creative commons license, or any other rights of any person, and (iii) the posting, submission or use of Your Content does not result in a breach of contract between you and a third party.

You agree that you are entirely responsible for the composition of, and any costs or damages resulting from Your Content.

You also grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute Your Content in any and all media or distribution methods (now known or later developed) and use Your Content in any way we may decide in our sole discretion and without any consideration to you.

You waive any rights you may have regarding to our altering or manipulating Your Content in any way that may be objectionable to you. We reserve the right, in our sole discretion, to refuse to accept, post, display, or transmit any or all parts of Your Content.

Use of Legends of Learning's Teacher Community and Forum and Services

We expect users of our online forums to interact with each other as respectful educational professionals and to post only appropriate Content. The forums are only available for teachers, game developers, curriculum professionals and other individuals invited by Legends of Learning. Students may not participate in the forum. We may suspend or terminate the accounts of users for any reason, in our sole discretion, but we are particularly likely to do so if a user behaves inappropriately, harasses other users, makes discriminatory comments or posts Content not appropriate for a K-12 educational setting.

The following are examples of the kind of Content you may not post on or through the Service. We reserve the right to investigate and take appropriate action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending Content from the Services and terminating the accounts of such violators. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Legends of Learning:

- exploits people in a sexual or violent manner;
- contains sexually suggestive, excessively violent, or offensive subject matter;
- solicits personal information from anyone under 18 years old;
- includes information about another person that you have posted without that person's consent;
- violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person or risks any person's well-being;
- contains or promotes information that you know is false or misleading, or promotes illegal activities or conduct that are abusive, threatening, obscene, defamatory or libelous;
- contains or promotes an illegal or unauthorized copy of another person's copyrighted work;
- solicits passwords or personally-identifying information for commercial or unlawful purposes from other users;
- involves the transmission of junk mail, chain letters, unsolicited mass mailings or instant messages, or spam;
- furthers or promotes any criminal activity or enterprise, or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- involves commercial activities and/or sales without prior written consent from Legends of Learning, such as contests, sweepstakes, bartering, advertising, or pyramid schemes.

Parents

By creating an account you agree to receive occasional emails on your child's progress on teacher assignments and within Awakening game, as well as on ways to improve learning.

Copyright Infringement

Legends of Learning asks others to respect its intellectual property rights, and we accordingly respect the intellectual property rights of others. If you believe that any Content on the Services violates your copyright, you are encouraged to notify Legends of Learning in accordance with the Legend of Learning Digital Millennium Copyright Act ("DMCA") Policy, which is set forth below. Legends of Learning will respond to all such notices, including by removing the infringing content, as required or appropriate.

DMCA Policy

Any notification of copyright infringement that you send us request must include the following:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf.
- Identification of the copyrighted work claimed to have been infringed or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing direct URLs to each set in the body of an email is the best way to help us locate content quickly.

Contact information, such as your name, address, telephone number and, if available, email address; and

- A statement by you: (a) that you believe in good faith that the use of the content that you claim infringes a copyright is not authorized by law, or by the copyright owner or the owner's agent; and (b) under penalty

If sending by email:

legal[[@](#)]legendsoflearning.com

If sending by mail:

DMCA Notice

Attention: Legal Department

Legends of Learning, Inc.

500 North Capitol Street, NW, Suite 230

Washington, D.C. 20001

Third Party Links

Our Services may contain links to third-party websites or resources. These are only for your convenience and therefore you access them at your own risk. We do not have any control over the availability or accuracy of these websites or resources nor do we endorse them or the content, products, or services available from them. Your use of these third-party websites or resources may be subject to their terms of use and privacy policies. Please review these documents before using those websites or resources or disclosing personally identifiable information.

Services Provided "AS IS"

You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Legends of Learning does not warrant the accuracy, adequacy, or completeness of this information and materials and expressly disclaims liability for errors or omissions in them. We make no warranties or representations that: (i) information on the Services is accurate or complete; (ii) the functions contained in the Services will be uninterrupted or error-free (iii) that any messages you send through the Services will be delivered; or that (iv) your access or use of the Services will not result in any harm to your computer system, loss of data, or other harm.

Without limiting the foregoing, to the maximum extent permitted under applicable law, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

Indemnification

You agree to indemnify and hold harmless, Legends of Learning, our partners, affiliated companies, representatives, customer and licensors (including in each case their officers, directors employees and agents) (the "**Indemnified Parties**" and each an "**Indemnified Party**") (from any losses, expenses, damages and costs (including reasonable attorneys' fees) arising from any claims relating to your use of the Services, your breach of these Terms and Conditions, any information provided by you or any communication or transaction between you and another user of the Services. You agree to fully cooperate at your expense as reasonably required by an Indemnified Party. Each Indemnified Party may, at its election, assume the defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter involving an Indemnified Party without the consent of the applicable Indemnified Party.

Limitation of Liability

YOU AGREE THAT LEGENDS OF LEARNING OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, REPRESENTATIVES OR LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIM (INCLUDING CLAIMS FOR BREACH OF CONTRACT, NEGLIGENCE OR TORT) RELATING DIRECTLY OR INDIRECTLY TO THESE TERMS AND

WE WILL NOT BE LIABLE IN ANY WAY FOR INTERRUPTION TO YOUR CLASSES, YOUR USE OF THE SERVICES OR INABILITY TO USE THE SERVICES OR CHANGES WE MAKE TO THE SERVICES OR OUR DECISION TO STOP PROVIDING THE SERVICES.

IN THE EVENT OF ANY PROBLEM WITH THE SERVICES, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SERVICES.

The provisions of this Section apply up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the limitation of liability in contracts, and as a result the contents of this Section may not apply to you. Nothing in this Section is intended to limit any rights you may have which may not be lawfully limited.

Legal Notices and Jurisdiction

If we need to contact you in connection with these Terms or your use of the Services, we will send any notices to the email address you last provided to us when you registered for use of the Services. We will also post general legal notices through the Services. You can send legal notices to us at legal@legendsoflearning.com.

Any claims related to the Services or these Terms and Conditions brought by you or by us will be resolved under the laws of the state of Maryland (excluding choice of law principles) and must be brought in an appropriate court in that state. Both you and Legends of Learning agree to the jurisdiction of Maryland courts, and neither of us may object to having claims brought against us in Maryland on the grounds that it is not convenient.

Termination

We will cancel your account upon your written request, unless your account is provided through an agreement we have with have with another party, such as an Educational Institution. Please send all cancellation requests to support@legendsoflearning.com. After you have cancelled your account, you will not be able to access information generated under your account through the Platform. We may suspend or terminate your account at any time, in our sole discretion. This is especially likely if you violate these Terms and Conditions, fail to log in for an extended period of time or abuse the Services or other users. Only teachers or representatives of an Educational Institution may establish an account to use our Platform. If we become aware that a student has established an account, we will terminate the account.

Access from Overseas

We make no representation that the Services are appropriate or available for use in other locations, and access to them from territories where the Services are illegal is prohibited.

No Class Actions

You may only resolve disputes with Legends of Learning on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

General

If any provision of these Terms is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms will be reformed, construed, and enforced in such jurisdiction as if such provision had never been contained herein. These Terms and our Privacy Policy and any additional agreements related to the Services constitute the entire agreement between you and us with respect to the Services, and they supersede all prior or contemporaneous communications and proposals,

Questions

If you have questions regarding these Terms of Use, contact us at 888-676-7771 or [support\[@\]legendsoflearning.com](mailto:support[@]legendsoflearning.com).



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