

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Age of Learning, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Classroom Supply & Teaching Tools, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Classroom Supply & Teaching Tools the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2305 for Classroom Supply & Teaching Tools; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2305 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exceptions are **approved** and by this reference incorporated herein.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA23010, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all third-party damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION

WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable written notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise directly relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Age of Learning, Inc.
101 N. Brand Blvd.
8th Floor
Glendale, CA 91203
ATTN: Natasha Bullock
Email: Natasha.Bullock@AofL.com
CC: legal@aofl.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...
Printed Name: Patricia M. Mulvihill
Title: Executive Director
LEAGUE OF OREGON CITIES
Dated: September 20, 2023 | 8:05 AM PDT

VENDOR:

DocuSigned by:
Signature: Ty West
AE2E26E8053246B...
Printed Name: Ty West
Title: CRO, Schools Division
AGE OF LEARNING, INC.
Dated: September 20, 2023 | 5:45 AM PDT

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

NOTE: Age of Learning will consider additional discounts based on volume, multi-year, multi-product, and/ or Organization-wide agreements once there is a final description of desired services.

Category	Unit / Description	LOC Discount %
<i>My Math Academy Subscriptions</i>		
<i>My Math Academy</i> Student Annual Subscription	Per student per year	5%
<i>My Math Academy</i> Annual Site License	Per site/school per year	5%
<i>My Reading Academy Subscriptions</i>		
<i>My Reading Academy</i> Student Annual Subscription	Per student per year	5%
<i>My Reading Academy</i> Annual Site License	Per site/school per year	5%
Professional Learning		
On-Site Day	Up to three 2-hour sessions per day; Up to 35 participants in each session	0%
Webinar	Each webinar is a 2- hour session for up to 50 participants	0%
Self-Guided Virtual Modules	Included with Subscriptions	N/A
Other Fees		
Implementation & Configuration	Included with Subscriptions	N/A
Technical Product Support	Included with Subscriptions	N/A

The purchase of student or site subscriptions includes educator and parent/caretaker access.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



ENTERPRISE/SCHOOLS

TERMS AND CONDITIONS

These terms and conditions (the “**Terms**”) are entered into between Age of Learning, Inc., “**Company**”) and the client (“**Client**”) identified on the Quote (as defined below), each referred to herein as a party (“**Party**”) and collectively as the “**Parties**”). The Terms are effective as of the date the Quote is signed by the Client (“**Effective Date**”).

1. SOLUTIONS; LICENSE GRANT; TERM

11. **Solutions**. Company shall provide Client access to its proprietary digital education solution(s) (the “**Solution[s]**”), subject to the Terms set forth herein and the description of services and pricing provided in the applicable quote or other ordering document (the “**Quote**”). The Terms, including any documents incorporated by reference, and the executed Quote constitute the agreement (“**Agreement**”) between the Parties. If applicable, Company shall provide the training and professional services (the “**Professional Services**”) set forth in the Quote. Collectively, the Solution(s) and Professional Services are referred to as the “**Services**.”

12. **License Grant**. Subject to the terms of this Agreement, Company grants Client and its authorized users (“**Licensed Users**”), a limited, nontransferable, nonexclusive license to access and use the Solution(s) as described in the Quote. Client shall not sublicense, assign, or transfer its license in any manner. The license granted herein does not include any right, title, or interest in or to the Solution, or to any intellectual property therein or associated therewith (including all associated computer software [whether in source code, object code, or other form], databases, indexing, search and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials). All rights not expressly granted herein are reserved to the Company without restriction.

13. **Term**. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Term**”). Following the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year, unless either Party provides notice of nonrenewal at least thirty (30) days in advance of the expiration of the applicable term. If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Term or applicable renewal term (“**Renewal Term**”) without proration, unless otherwise agreed to by the Parties. If applicable, the Company shall provide notice of any increase in pricing (as defined below) at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term.



101 N. Brand Blvd., 8th Floor, Glendale, CA 91203

2. PAYMENT TERMS

The Client shall pay the fees ("**Pricing**") set forth in the Quote. If Client exceeds the number of students or sites specified in the Quote, then Company may invoice Client for any overages based on the rates set forth in the applicable Quote.

Company shall invoice Client annually in advance for all Services. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Company. Unless otherwise provided, Pricing does not include any other taxes, levies, or duties of any nature, all of which Client is responsible for paying, except for those relating to Company's net income or property. If Company is legally obligated to

collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption.

3. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION

31. Intellectual Property. The Solution(s) is/are the proprietary property of Company and/or its licensors and contains/contain trade secrets, copyrighted works, trademarks, and, in certain cases, patented intellectual property, owned by Company and/or its licensors. The placement of a copyright notice on any portion of the Solution(s) does not mean that it has been published under trade-secret law and will not derogate any claim by Company of trade-secret protection. Title to the Solution(s) and copies thereof, and all intellectual property rights protecting the Solution(s), shall remain with Company and/or its licensors, and any trademark use will inure to their benefit exclusively.

32. Confidential Information. Each Party may have access to or acquire the Confidential Information of the other Party. "**Confidential Information**" means all information of a Party hereto ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, all Client data containing personally identifiable information, and all Company performance and security data, product roadmaps, source code, benchmark results, and technical information relating to the Services. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party, or (iv) is received from a third party without breach

of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. The Receiving Party shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws), it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent

legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.



4. USE RESTRICTIONS; WARRANTY

41. **Use Restrictions.** Client agrees to use the Solution(s) in accordance with all applicable federal, state, and local laws and regulations. Client agrees not to copy or duplicate, modify, or alter physical or electronic characteristics of the Solution(s), or to dismantle or reverse engineer any part of the Solution.

42. **Warranty.** Company shall use commercially reasonable efforts to maintain the availability of the Solution(s) and provide customer support services. To the extent professional services are provided, Company shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENTS THE ONLY WARRANTIES MADE BY COMPANY HEREUNDER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY; INDEMNITY; INDEMNIFICATION PROCESS

51. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR OTHER ITEMS PROVIDED PURSUANT TO THIS AGREEMENT. WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID OR DUE TO COMPANY BY CLIENT DURING THE IMMEDIATELY PRECEDING TWELVE- (12-) MONTH PERIOD FOR THE APPLICABLE SERVICES ON WHICH THE CLAIM IS BASED. THE LIMITS AND EXCLUSIONS IN THIS SECTION 5.1 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.2 OR ANY VIOLATION OF INTELLECTUAL PROPERTY RIGHTS. CLIENT AGREES THAT REGARDLESS OF STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

52. **Indemnity.** Company shall indemnify, defend, and hold harmless Client and its officers, directors, affiliates, agents, contractors, and employees against any in connection with any third-party claim, suit, or proceeding ("**Claim**") that the Solution, as delivered by Company to Client, infringes any United States patent, copyright, or trademark ("**IP Right**") of a third party. In no event shall Company be liable to Client to the extent the alleged infringement is based on (a) a modification of the Solution(s) by anyone other than Company, or (b) Client's use of the Solution(s) or Services in a manner contrary to the instructions given to Client by Company. With respect to Company's indemnification obligations, if any aspect of the Solution(s) is/are found or, in Company's reasonable opinion is/are likely to be found, to infringe upon the IP Right of a third party as specified above, or the continued use of the Solution(s) is/are enjoined, then Company

will promptly and at its own cost and expense at Company's option (i) obtain for Client the right to continue using the Solution, (ii) modify such aspect of the Solution(s) so that it/they is/are noninfringing, or (iii) replace such aspect of the Solution(s) with a noninfringing functional equivalent. If, after commercially reasonable efforts, Company determines in good faith that options (i)–(iii) are not feasible, Company will remove the infringing aspect from the Solution(s) and provide a pro rata refund to Client for any prepaid unused fees based on the proportion of the Solution(s) that is/are infringing and the remaining duration of the Initial Term or Renewal Term, as applicable. The foregoing remedies are



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Client's exclusive remedies for infringement. Client shall indemnify, defend, and hold harmless Company and its officers, directors, affiliates, agents, contractors, and employees against any loss or damage (including attorneys' fees) incurred in connection with any third-party Claim arising out of Client's breach of any Applicable Privacy and Data Security Laws (as defined below).

53. Indemnification Process. The indemnifying Party's obligations under this Section 5 are contingent upon the indemnified Party (a) promptly giving notice of the Claim to the indemnifying Party once the Claim is known, (b) giving the indemnifying Party sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle such Claim unless such settlement unconditionally releases the indemnified Party of all liability and does not adversely affect the indemnified Party's business or service), and (c) providing the indemnifying Party all relevant available information and reasonable assistance.

6. PRIVACY AND SECURITY

61. Definitions.

"**Applicable Privacy and Data Security Laws**" means all laws, rules, and regulations of any applicable jurisdiction regarding the privacy and security of information collected from or disclosed to Company.

"**Privacy Policy**" means the privacy policy(ies) for the respective Solutions available on the website for such Solution.

"**FERPA**" means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations.

"**Processing**" or to "**Process(ed)**" data refers to performing an action on data, including accessing, collecting, recording, organizing, modifying, using, or disclosing data.

"**Student Data**" means any information maintained by the Company or any third party on the Company's behalf that constitutes a student's personally identifiable information as defined under FERPA, and which is disclosed by Client to Company.

62. Client Compliance with Laws. Client hereby represents, warrants, and covenants that it is and will remain at all times during the term of this Agreement, including any Renewal Term, in compliance with its obligations under all Applicable Privacy and Data Security Laws including, but not limited to, the collection, storage, transfer, disclosure, or other Processing of Student Data to be Processed in connection with this Agreement.

63. Processing Student Data. The Parties acknowledge and agree that Company qualifies as a "school official" as defined under FERPA with a legitimate interest in the Student Data, and therefore Company is permitted under FERPA to Process Student Data pertaining to Client's students without Client first obtaining written consent from the parent or guardian of each student. This means that (a) the Services provided by Company to Client, pursuant to this Agreement, are institutional services or functions for which Client would otherwise use employees; (b) Company is under the direct control of Client with respect to the use and maintenance of education records; and (c) Company is subject to the requirements of 34 C.F.R. § 99.33(a), which governs the use and redisclosure of Student Data from education records. Client shall include in its annual notification of rights under FERPA a specification of criteria for determining who constitutes a "school official" and what constitutes a legitimate educational interest that is consistent with this Section 6.3.



64. **Company's Use of Data.** Company agrees to Process data collected through the Services as described in the Agreement and the Privacy Policy. Client consents to this Processing. Company agrees to collect from Client only such Student Data as needed to provide the Services, unless the student's parent/guardian has consented otherwise. Company agrees to use Student Data obtained pursuant to this Agreement only to provide the Services and as authorized by law, including, but not limited to, FERPA. Company may use de-identified data regarding students that is received in connection with providing the Services as described in the Privacy Policy.

65. **Student and Guardian Requests.** If a student or a minor student's parent/guardian makes a request directly to Company for access to, amendment of, or disclosure of Student Data, or any similar action regarding Student Data, Company shall promptly forward such request to Client. Client shall be solely responsible for determining whether to grant, deny, or otherwise act upon such student or parent/guardian requests.

7. TERMINATION; DATA TRANSFER; DELETION OF DATA

7.1. **Termination.** Either Party shall have the right to terminate this Agreement, in whole or in part, if the other Party breaches any of its material obligations hereunder. To terminate this Agreement, the nonbreaching Party shall provide written notice of breach to the breaching Party. For any such breach capable of cure, the breaching Party shall have thirty (30) days from receipt of such notification to cure such breach. In the event such breach is not cured within such thirty- (30-) day period, either Party may provide the other Party a written notice of termination of this Agreement.

7.2. **Transfer of Data.** If this Agreement is terminated or expires for any reason, Company will allow Client access to the Solution(s) for not more than ninety (90) days following such termination or expiration for the sole purpose of transferring Client's data (including Student Data) from the Solution(s) to Client, provided that Client makes a written request to Company for such transfer within thirty (30) days following termination or expiration of this Agreement.

7.3. **Deletion of Data.** Company shall delete Client's confidential data, including Student Data, in a secure manner that prevents its physical reconstruction within ninety (90) days following termination or expiration of this Agreement, provided that Client has not requested the transfer of such data in accordance with Section 7.2.

8. GENERAL PROVISIONS

8.1. **Counterparts; Entire Agreement.** This Agreement, including the Privacy Policy (which is incorporated by reference as though set forth in full), constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. COMPANY'S ACKNOWLEDGMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third-party beneficiaries to this Agreement. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement, may be executed in one

or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., a PDF file), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

82. Notices. Legal notices (e.g., claimed breach or nonrenewal) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first- class mail to the other Party at the address set forth on the Quote. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either Party may change its address by giving notice of the new address to the other Party pursuant to this Section and identifying the effective date of such change. Company may provide all other notices to Client's billing contact on the Quote or purchase order.

83. No Assignment. Client shall not assign, delegate, or sublicense its rights and obligations hereunder without the prior written consent of Company, which will not be unreasonably withheld or delayed.

84. Governing Law and Dispute Resolution. This Agreement and any claims arising from or related to this Agreement shall be governed by and construed in accordance with the laws of California, and the federal laws of the United States of America. The Parties consent to a venue in the state of California (and hereby waive any claims of forum non conveniens), and to the exclusive jurisdiction of competent California state or federal courts for all litigation brought with respect to this Agreement.