

TE21, Inc.

1184 Clements Ferry Rd, Suite G
Charleston, SC 29492
Phone: (843) 579-2520
Fax: (843) 849-2951

QUOTE/ORDER AGREEMENT

VALID UNTIL: 11-30-2017
Quote Number: Q-004139
Quote Name: Beaufort - Battery Creek HS - BA 17-18 - 11/08/2017 11:54

Customer: Battery Creek High School

Address: 1 Blue Dolphin Dr, Beaufort, SC 29906

Contact Name: Chad Cox **Title:** Principal

E-mail: chad.cox@beaufort.k12.sc.us **Phone:** (843) 322-5500

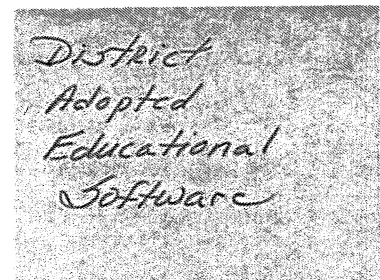
Sales Rep Contact: Nancy Ford • *E-mail:* nancyford@te21.com • *Phone* (803) 422-5356

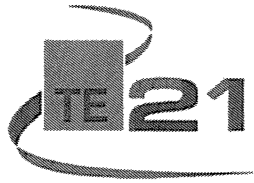
PRODUCTS/SERVICES ORDERED:

QTY	UNITS	PRODUCT	DESCRIPTION	PRICE LEVEL	SALES PRICE	TOTAL PRICE
674	Students	CASE-IB TE21	CASE Item Bank	CASE IB Content	\$2.00	\$1,348.00
674	Students	SC-HighSubj	CASE Benchmark Assessments - SC High School Benchmarks by Tested Subject	School Pricing - Full Pkg	\$6.00	\$4,044.00
674	Students	StudentRpt	Individual Student Reports	Custom Pricing	\$0.00	\$0.00
233	Students	CCRA	CASE College and Career READY Assessment	Custom Pricing	\$0.00	\$0.00
1	Package	PD-ENCASE	Professional Development for TE21 enCASE Platform	TE21 Pre-recorded Webinar	\$0.00	\$0.00
1	Package	PD-DROnsite	Data Review Session Onsite Session	TE21 Onsite Partial Day	\$1,000.00	\$1,000.00
674	Students	BA Online TE21	Online Student Access - TE21 enCASE Platform	TE21 Base Pricing	\$2.50	\$1,685.00
					Total:	\$8,077.00

This Order Agreement is governed by the Master Terms and Conditions located at <https://www.te21.com/terms>, which are hereby incorporated by reference (this Quote/Order Agreement and such Master Terms and Conditions, collectively, the "Agreement"). In the event of any conflict between any provisions of the Master Terms and Conditions and this Order Agreement, the provisions of this Order Agreement shall control to the extent of the conflict.

Additional details of your order follow.





QUOTE/ORDER AGREEMENT

Elementary Assessment Order Detail				
Subject	Ordered?	# of Tests per Year	Online?	Grade Level
ELA				
Math				
Science				
SS				

Middle Assessment Order Detail				
Subject	Ordered?	# of Tests per Year	Online?	Grade Level
ELA				
Math				
Science				
SS				

High School Assessment Order Detail				
Subject	Ordered?	# of Tests per Year - Traditional	# of Tests per Semester - Block	Online?
Standard Package -- All Subjects				
Standard English	Yes		2	Yes - TE21 Customer
Standard Math	Yes		2	Yes - TE21 Customer
Standard Science	Yes		2	Yes - TE21 Customer
Standard History	Yes		2	Yes - TE21 Customer
Exceptions or Notes				

Additional Assessment Details			
Assessment Package	Option 7: Custom		
College and Career Ready Assessments			
Grades to Test	9	# of Students	233
CASE Item Bank Subscription			
Grades to Access	High School	# of Students	674
Subscription Start Date	12-15-2017	Subscription End Date	12-14-2018
New Subscription Notes	New Item Bank subscription term estimated; actual start date to be determined upon receipt of customer PO and account set up.		
Online Delivery Platform Vendor			
CASE Item Bank	Assessments		
TE21 enCASE	TE21 enCASE		
Special Instructions			
Semester 1 students will take one comprehensive. Semester 2 students will take one paced and one final comprehensive.			



QUOTE/ORDER AGREEMENT

ASSESSMENT ORDERS:

For Paper/Pencil Assessment Delivery - Pre-coded answer documents and scanning provided for each benchmark; UPS Shipping Labels are provided for return of answer documents; School/District responsible for copying benchmarks. For Online Assessment Delivery - Enrollment and access information will be provided separately. Changes to delivery options on assessment orders within one month of scheduled test delivery may be subject to additional charges.

PRICING, TERM AND EXPIRATION: This Order is for the school year over which the purchased assessments referenced above are delivered. For CASE Item Bank, this Order is for a 12 month subscription term as detailed in the above order details. The details of this Quote/Order Agreement, including those related to pricing, are valid if executed by Customer on or before 11-30-2017.

PAYMENT TERMS: Pricing above reflects current Customer student enrollment. If actual Customer student enrollment is greater than 10% of the above enrollment, Customer agrees to pay for any increase in student enrollment at the time invoiced. All payment obligations are non-cancelable and all amounts paid are nonrefundable. TE21 shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Payment is due in accordance with invoicing terms, unless otherwise specified below.

Special Payment Terms:

PROFESSIONAL SERVICES: Professional development ("PD") will be performed by TE21 in accordance with its published descriptions at a mutually-convenient time. TE21 will not have any obligation to perform any PD that is not scheduled within 12 months of the Effective Date.


CASE ASSESSMENTS: CASE Assessments are the property of TE21, Inc. CASE Assessments delivered via paper/pencil format or online through any delivery platform are intended for use with students registered in your classroom this school year. Your right to use of this document is limited to its delivery in whole to your students as a formative assessment, and for review and instructional purposes for those registered students within your classroom in the year of assessment delivery. CASE Assessments cannot be shared, duplicated, modified, uploaded to a community site or database, publicly displayed or reproduced in part or in whole without written permission of TE21.

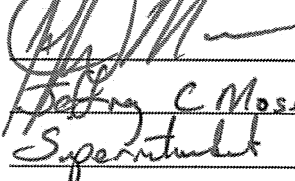
CASE ITEM BANK LICENSE: CASE Item Bank and all items are the property of TE21. TE21 grants to Customer a limited, non-exclusive, non-transferable right and license to access CASE Item Bank to registered students during subscription. CASE Item Bank shall be limited to use in Customer's classrooms and shall not include any right to reproduce questions from CASE Item Bank, distribute copies of the questions, export questions for inclusion in any other delivery platforms or electronic storage devices, upload any question to any platform partner "community boards", prepare derivative works of the questions, or publicly display the questions outside Customer's classrooms.

The parties acknowledge that they've read and understood the TE21 Master Terms and Conditions located at <https://www.TE21.com/terms> and have executed this Agreement as of the last date signed (the "Effective Date").

TE21, Inc.

Customer: Battery Creek High School
Quote: Q-004139

By: 
 Name: Lou Ann Little
 Title: Chief Financial Officer
 Date: 11/8/2017

By (Authorized): 
 Name: Gregory C. Moss
 Title: Superintendent
 Date: 11-9-17

Please provide or confirm the Main Contacts. Update as necessary. If correct, confirm by checking here: []

Role	Name	Title	Email	Phone
Main Contact Benchmarks	Chad Cox	Principal	chad.cox@beaufort.k12.sc.us	(843) 322-5500
Main Contact Item Bank	Chad Cox	Principal	chad.cox@beaufort.k12.sc.us	(843) 322-5500



TE21 TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Agreement" has the meaning set forth in the Quote/Order Agreement form.
- 1.2 "Customer" is the party identified as the customer on the Quote/Order Agreement form.
- 1.3 "Effective Date" means the date of the last signature affixed to the Quote/Order Agreement form.
- 1.4 "Master Terms and Conditions" means these Master Terms and Conditions.
- 1.5 "Quote/Order Agreement form" means the quote and order form document executed by the parties which references these Master Terms and Conditions.
- 1.6 "Subscription Term" means the period set forth on the Quote/Order Agreement form as the start and end date for the CASE Item Bank.
- 1.7 "TE21" means TE21, Inc.
- 1.8 "TE21 Content" means questions, item bank items, benchmark assessments, either individual items or collectively compiled, or materials associated with such items including reading passages and graphics.
- 1.9 "Term" means the period starting on the Effective Date and running for the full term of the Subscription Term/period as specified in the Quote/Order Agreement form.

2. TE21 SUPPORT SERVICES.

In connection with Customer's purchase of TE21 Content specified on the Quote/Order Agreement form, TE21 will provide support relative to the product content. TE21 will use commercially reasonable efforts to provide support for requests from the Customer's primary contact relative to assessments, items, or item bank content. Customer will designate one of its employees as the primary contact for submitting content-related support request.

Support Contact Numbers:	1-877-628-3860 (toll free) 1-919-226-0380
Support Hours:	8:00am - 5:00pm EST
After Hours Support:	support@te21.com ; response no later than following regular support hours
Support Communication:	Feedback is provided to person reporting the issue via phone or email. Service tickets are created and monitored for timely completion.

Escalation Process:

Support Issue	Resolution	Escalation Process
Benchmark Content issues	2 hours via tier-1	Immediate escalation to tier-2 with 8 hour resolution time
Item Bank Content issues	2 hours via tier-1	Immediate escalation to tier-2 with 24 hour resolution time
Reporting & general user issues	2 hours via tier-1	Assigned to an engineer and tracked by support for timely resolution

3. PROFESSIONAL DEVELOPMENT SERVICES.

3.1 Performance. Professional development service offerings specified on the Quote/Order Agreement form (the "Professional Development") will be performed by TE21 in a manner substantially in accordance with its published descriptions for such Professional Development. The parties will agree upon a mutually-convenient time to schedule the Professional Development. All Professional Development must be scheduled for performance within twelve (12) months after the Effective Date, and TE21 will not have any obligation to perform any Professional Development that is



not scheduled to be performed within such twelve (12) month period. All Professional Development will be deemed accepted upon completion of performance.

3.2 Webinars. For Professional Development that is designated as "virtual" in the applicable published descriptions, TE21 will provide such Professional Development remotely via webinar. Customer will be responsible for providing its own computers, web browser software, and internet connections sufficient to facilitate the receipt of such webinar.

3.3 On-Site. For Professional Development that is designated as "onsite" in their applicable published descriptions, TE21 will provide such Professional Development on-site at Customer's facility. No more than thirty (30) attendees of Customer may participate in each Professional Development session. Customer will be responsible for providing access to a suitable meeting site at its facility (including without limitation audiovisual equipment and network access).

4. CASE ITEM BANK LICENSE.

CASE Item Bank is a computerized database of questions that simulate the testing questions used in various states for testing students' knowledge in various academic subjects. If Customer elects to purchase a subscription license to CASE Item Bank, such will be specified on the Quote/Order Agreement form and the following license terms apply.

4.1 Subscription: TE21 grants to Customer a limited, non-exclusive, non-transferable right and license to access CASE Item Bank to provide noncommercial access to and use of any or all of the items from CASE Item Bank (or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from CASE Item Bank) to students registered within the Customer's schools/districts for the sole purpose of performing formative assessments of those students during the period of the Subscription Term. Unless otherwise specified in the Subscription Term, such right shall last for one (1) year from the date of the Agreement. Customer's right to access and use CASE Item Bank shall be limited to use in Customer's classrooms and shall not include any right to reproduce questions from CASE Item Bank, distribute copies of the questions, export questions for inclusion in any other delivery platforms or electronic storage devices, upload any question to any platform partner "community boards", prepare derivative works of the questions, or publicly display the questions outside Customer's classrooms.

4.2 No Ownership/Intellectual Property: Customer acknowledges that it has no ownership claims in the CASE Item Bank, the questions contained therein, and all rights related thereto. The Customer acknowledges that TE21 retain all rights under copyright and all other intellectual property rights in and to CASE Item Bank, all TE21 Content included therein, all revisions, modifications, translations, or other adaptations or transformations of CASE Item Bank or TE21 Content, and other derivative works created there from (collectively the "Derivative Works"). Nothing in the Agreement shall give Customer any right, title, or interest in CASE Item Bank, the questions it contains, or any TE21 Content, other than the rights specifically granted in the "Subscription" paragraph above. Customer agrees that it will not make any claim of ownership of the CASE Item Bank formative assessment builder or any of the questions it contains.

4.3 CASE Item Bank License Restrictions: In addition to any restrictions set forth in the CASE Item Bank license grant above, Customer agrees not to: (a) modify, change, adapt, alter, translate, or create derivative works from CASE Item Bank or TE21 Content (b) sublicense, lease, rent, loan, or otherwise transfer its CASE Item Bank license rights in and to CASE Item Bank to any third party; or (c) otherwise use, copy, or distribute CASE Item Bank or any TE21 Content except as expressly allowed under the CASE Item Bank license terms and conditions set forth herein.

5. CASE BENCHMARK ASSESSMENTS

TE21 creates and develops benchmark assessment tests ("CASE Assessments") that simulate the summative end of year tests given by state educational entities in various states for testing students' knowledge in various academic subjects. Reporting and analysis of the results of the CASE Assessments is an integral element of the product.

5.1 CASE Benchmark Assessments Restrictions: CASE Assessments delivered via paper/pencil format or online through any delivery platform cannot be shared, duplicated, or reproduced in part or in whole without written permission of TE21. Use of CASE Assessments is limited to students registered within the Customer's schools/districts during the academic year in which the CASE Assessments are initially delivered for the sole purpose



of delivering formative assessments to those students. Customer's right to access and use CASE Assessments in paper or electronic format shall be limited to use in Customer's classrooms and shall be limited to review and instructional purposes for those registered students within such classroom in the academic year of assessment delivery. The Customer does NOT have any right to reproduce the tests in whole nor to dissect and reproduce any questions from the CASE Assessments individually; distribute copies of the assessments in whole or any individual questions from the assessment; prepare derivative works of the assessments or the questions individually; import or otherwise load the assessments in whole or any of the questions individually to any internal or external item bank or question data warehouse; upload any assessments in whole or questions individually to any platform partner "community boards"; or publicly display the assessments or questions outside Customer's classrooms.

5.2 No Ownership/Intellectual Property. Customer acknowledges that it has no ownership claims in the CASE Assessments, the questions contained therein, and all rights related thereto. The Customer acknowledges that TE21 retains all rights under copyright and all other intellectual property rights in and to the CASE Assessments in whole and all individual questions on the assessment, as well as all revisions, modifications, translations, or other adaptations or transformations thereof. Nothing the Agreement shall give Customer any right, title, or interest in CASE Assessments or the questions it contains other than the rights specifically granted above

6. DATA

6.1 FERPA. The Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, is a federal law that affords parents and students over the age of 18 the right to consent to the disclosure of student personally identifiable information ("student PII") from education records. TE21 and Customer desire to protect Customer student PII consistent with FERPA and other applicable privacy laws in carrying out all of their respective obligations under the Agreement.

(a) The Customer hereby acknowledges and agrees that TE21 is a "school official" (as defined by FERPA and in accordance with the Customer's internal policies and procedures) and has a "legitimate educational interest" (as defined by the Customer and in accordance with the Customer's internal policies and procedures) to receive student PII without parental consent.

(b) In accordance with the "school official" exception at 34 C.F.R. §99.31(a)(1)(i)(B), TE21 shall use student PII only for the purpose of providing the services specified herein, which may include sharing student PII with third parties that help TE21 provide such services, and shall not redisclose student PII except as authorized or required by law.

(c) Nothing in the Agreement shall be construed to limit TE21's use or retention during and after expiration or termination of the Agreement of education records or information from education records from which all personally identifiable information has been removed such that a student's identity may not reasonably be ascertained.

6.2 Data Usage. TE21 may use the information it obtains relating to Customer, including Customer's IP address, name, mailing address, and email address, for its internal business purposes and for purposes of communicating with Customers regarding TE21 products and services. TE21 will not disclose, sell, or otherwise distribute Customer's information to third parties.

7. TERMS AND TERMINATION.

7.1. Term. This Agreement shall begin as of the Effective Date and run for the school year over which the purchased assessments detailed on the Quote/Order Agreement form are delivered. For purchases of CASE Item Bank, the term will be for the 12 month Subscription Term specified on the Quote/Order Agreement, unless otherwise specified or terminated as provided.



7.2 Fees. Customer shall pay TE21 the fees as set forth in the Quote/Order Agreement form which pricing and quantities reflect Customer's current student enrollment. If the Agreement is longer than 12 months, Customer agrees to pay for any increase in student enrollment for subsequent years.

7.3 Payment Terms. Payment is due in accordance with terms specified on invoice. All payments will be made in U.S. dollars and without any deductions for any reason. ~~Any amounts due to TE21 under the Agreement not received by the date due as indicated on the invoice may be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less.~~ All payment obligations are non-cancelable and all amounts paid are nonrefundable. TE21 shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Customer is responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the Agreement.

7.4 Termination. Either party may terminate the Agreement effective immediately if the other party is in material breach of any obligation, representation or warranty hereunder and fails to cure such material breach (if capable of cure) within thirty (30) days after receiving written notice thereof from the other party. In addition, either party may terminate the Agreement upon written notice in the event the other party becomes insolvent, files for any form of bankruptcy, has bankruptcy proceedings filed against it that are not dismissed in such party's favor within sixty (60) days, makes any assignment for the benefit of creditors, or dissolves or ceases to conduct business. Notwithstanding the foregoing, Customer's obligation to pay for fees due at the time of termination shall survive termination of the Agreement. Upon termination of the Agreement, Customer's shall have no right whatsoever to access the services or any of its components.

8. INDEMNIFICATION.

(a) TE21 warrants that it is the legal owner of the intellectual property contained in the CASE Assessments and CASE Item Bank. TE21 shall indemnify and hold Customer harmless from any and all claims or causes of action arising out of TE21's provision of services under the Agreement, to include any claims of intellectual property infringement arising from the material contained in CASE Assessments or CASE Item Bank.

(b) Customer warrants that it will use the CASE Assessments and/or CASE Item Bank solely for the purpose and within the restrictions stated above. ~~Customer shall indemnify and hold TE21 harmless from any and all claims or causes of action arising out of any act taken by Customer inconsistent with the purpose as stated.~~

Amsler, Sandra

From: Waskiewicz, Charlotte A
Sent: Thursday, November 9, 2017 12:30 PM
To: Cox, Chad D
Cc: Amsler, Sandra
Subject: FW: BCSD Software Request Form

APPROVED

From: Robinson, Christine T
Sent: Thursday, November 9, 2017 12:24 PM
To: Waskiewicz, Charlotte A <Charlotte.Waskiewicz@beaufort.k12.sc.us>
Cc: Brubaker, Michael <michael.brubaker@beaufort.k12.sc.us>
Subject: Re: BCSD Software Request Form

Per Dr. Moss and Dr Rhoads, I approve.

Christine Robinson, Director of Educational Technology
Beaufort County School District

On Nov 8, 2017, at 2:05 PM, Waskiewicz, Charlotte A <Charlotte.Waskiewicz@beaufort.k12.sc.us> wrote:

From: noreply@formstack.com [<mailto:noreply@formstack.com>]
Sent: Wednesday, November 8, 2017 4:03 PM
To: Waskiewicz, Charlotte A <Charlotte.Waskiewicz@beaufort.k12.sc.us>
Subject: BCSD Software Request Form



Formstack Submission For: BCSD Software Request Form
Submitted at 11/08/17 4:02 PM

Software being purchased (include quantities)::

TE21

Requested by (Name)::

Chad Cox

School/Location:	BCHS
Who will use it?::	Students enrolled in EOC Classes
Where will it be installed?::	Student devices ?
Is this product replacing an older, outdated version?::	No
Is this a license renewal?::	No
Vendor name::	TE 21
Attach quote: (Must be signed by Principal or department supervisor):	
Attach tech specs: (If applicable):	
Purpose/Goals of the product:	Assessment
Does this software require a yearly renewal?::	Yes
Will this be installed on the server?::	Yes
Is it web based? :	Yes
Which computers/devices will have this software installed?::	Student devices
Indicate any specific server, memory, storage, or bandwidth requirements for the software::	no clue
Total cost of purchase::	\$8077
General ledger account/ Funding Source::	Dr. Moss
Method of payment::	P-Card
Munis requisition #::	
Submitted by (Bookkeeper)::	Dr. Moss
Bookkeeper email address::	Chad.Cox@Beaufort.k12.SC.US

Principal/Supervisor name::

Chad Cox

Principal/Supervisor email address::

Chad.Cox@Beaufort.k12.SC.US

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