



**AGREEMENT  
FOR THE LICENSE AND PURCHASE  
OF EDGENUITY INC. PRODUCTS AND SERVICES**

This License and Purchase Agreement ("Agreement") is made and entered into as of August 15, 2016 ("Effective Date") by and between Edgenuity Inc., a Nevada corporation with a principal address of 8860 East Chaparral Drive, Suite 100, Scottsdale, AZ 85250 ("Edgenuity") and City of Waterbury, Department of Education, located at Chase Building, Suite 163, 236 Grand Street, Waterbury, CT 06702 ("Client"). Edgenuity and Client are referred to individually as a "Party" and collectively as the "Parties."

This Agreement consists of the price quote, these terms and conditions, including Schedule A - Additional Terms and Conditions, and any documents or instruments attached to or incorporated by reference into this Agreement (the "Other Documents"). In the event of any conflict or ambiguity among the aforementioned documents, such conflict or ambiguity shall be resolved with the following order of precedence: (a) the Price Quote; (b) this Agreement; and (c) Other Documents. Acceptance of this Agreement occurs upon the earliest of the following: (i) execution by both Parties of this Agreement, or (ii) receipt of an Edgenuity issued price quote incorporating these terms by reference, and Client's responsive purchase order.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**I. DEFINITIONS.**

For purposes of this Agreement:

**"Client Data"** means all data and materials (regardless of format, whether physical, electronic, or otherwise) that Client or its Users have either (a) entered or stored in the Hardware or the Software, or (b) otherwise made available to Edgenuity, including data and records regarding or relating to Client's students, faculty, or administrators.

**"Client Technology"** means Client's network, routers, switches, computers, communication lines, and other equipment, hardware, software, Client Data, or data used in Client's operations.

**"Copyright Materials"** means all works of authorship of Edgenuity or its suppliers or licensors.

**"Deliverables"** means the tangible media on which Copyright Materials or Trade Secret Materials, either or both, may be delivered to Client under this Agreement.

**"Documentation"** means written information (whether contained in user or technical manuals, training manuals, specifications or otherwise) pertaining to the Software and made available by Edgenuity with the Software in any manner (including on-line or on CD-ROM).

**"Edgenuity Licensed Content"** or **"Licensed Content"** means the Edgenuity course content and materials, to include but not limited to Software and/or Third Party Software as defined below, that is licensed under this Agreement.

**"Edgenuity Recommended Hardware Configurations"** means the configuration requirements set forth on the document located at the following URL, which may be changed by Edgenuity from time to time with or without notice:  
<http://www.edgenuity.com/Support/System-Requirements>

**"Edgenuity Software"** means the Hosted Application and the object code version of any other software developed or produced by Edgenuity that is identified on a Quote or that is included or provided with, or embedded in, any Hardware.

**"Fees"** means any and all amounts payable to Edgenuity as set forth on a Quote.

**"Hardware"** means any hardware marketed or supplied by Edgenuity and identified on a Quote.

**"Hosted Application"** means the object code version of that certain on-line hosted software program known as Edgenuity Virtual Schooling Software.

**"License Period"** means the period of time, set forth on a Quote, during which Client will have a limited license to access and use the Software identified in that Quote or during which Edgenuity is to perform Services as identified in that Quote, subject to the terms and conditions of this Agreement.

**"Products"** means Hardware, Software, and Documentation.

**"Professional Services"** means any specific consulting or other professional services set forth in a Quote, and includes Training Services.

**"Purchase Order"** means a purchase order or other similar document or communication of Client.

**"School Policies and Procedures"** shall have the meaning as defined in Section VII. C.

**"Services"** means Software Maintenance, Professional Services and Deliverables; all as defined herein, and as further described in the City of Waterbury Request for Proposal Number 5495 which is incorporated herein by reference.

**"Software"** means any software marketed or supplied by Edgenuity and identified on a Quote or included or provided with, or embedded in, any Hardware, and may include (among other things) the Hosted Application, Edgenuity Licensed Content, other Edgenuity Software, and/or Third Party Software.

**"Software Maintenance"** means maintenance and support of any Software set forth in a Quote.

**"Third Party Software"** means software acquired or licensed by Edgenuity from a third party for use by Edgenuity and/or Client in connection with any Edgenuity Software or Hardware under licensing terms and conditions provided by the third party, and

includes but is not limited to any Explore Learning Gizmos™ and Middlebury Interactive Services Powerspeak™ included in, incorporated into, or used in connection with any Edgenuity Software.

**“Trade Secret Materials”** means all non-public information of Edgenuity or its suppliers or licensors, and which may include patent applications, trade secrets, technical and non-technical data, financial information, business methods and models, drawings, processes, formulas, formats, ideas, concepts, know how, techniques, sketches, methodologies, models, inventions, processes, algorithms, and information regarding experiments, developments, designs, and specifications.

**“Training Services”** means any specific training services set forth in a Quote, including any professional development services.

**“Users”** means individuals who (a) are currently employed, associated, or affiliated with Client, and (b) are authorized by Client to access and use the Software or the Documentation, and may include Client’s students and their parents, faculty, administrators, and staff.

**“Work Product”** means all tangible and intangible information, data, work, documents, reports, materials, deliverables, technology, know-how, and things conceived, created, produced, developed or delivered under or in connection with this Agreement.

## II. ORDERS.

Client shall initiate an order for Products and Services by (a) executing the Quote, (b) delivering to Edgenuity a Purchase Order in connection with the Quote, and/or (c) accessing or using any Software (either by Client or any of its Users) following receipt of the Quote. Client shall be deemed to have accepted all of the terms and conditions of this Agreement, including the Quote and these Standard Terms, upon initiation of the order, and this Agreement shall be effective as of the earlier of (i) the date that the Quote is executed by Client, (ii) the date that Client delivers a Purchase Order to Edgenuity, or (iii) the date that Client or its Users access or use any Software (the “Effective Date”). All orders are subject to credit approval and to acceptance by Edgenuity, which acceptance shall be evidenced by Edgenuity’s execution of the Quote, or its delivery (by mail, facsimile, or other electronic means) to Client of written confirmation of acceptance.

Edgenuity specifically objects to any additional terms being added through a Purchase Order delivered by Client in connection with the order, and Client and Edgenuity agree that any additional terms contained in a Purchase Order shall not become part of the Agreement between the parties, and specifically that these Standard Terms and all other terms and conditions of the Agreement shall supersede any conflicting, contrary, or additional terms and conditions contained in a Purchase Order.

## III. HARDWARE.

A. **Delivery and Title.** Subject to Client’s timely payment of all applicable Fees, Edgenuity shall use its commercially reasonable efforts to deliver the Hardware to Client. Selection of the carrier and the delivery route shall be made by Edgenuity unless specified by Client.

B. **Acceptance.** All Hardware will be deemed accepted by Client upon delivery to Client, and Client waives any right to revoke acceptance thereafter.

C. **Reseller Status.** Client acknowledges and understands that Edgenuity is a reseller, not the manufacturer, of the Hardware, and as such, Hardware is provided subject to the separate license and sale terms, conditions, and restrictions provided by the manufacturer, all of which Client agrees to abide by. In the event that Client seeks to return or exchange any Hardware, Client shall be responsible to pay any return or exchange charges imposed by the third party vendor, and to comply with any and all applicable return merchandise authorization procedures.

## IV. SOFTWARE.

A. **Access.** During the applicable License Period, and subject to (1) Client’s timely payment of all Fees due under this Agreement, and (2) Client’s compliance with all of the other terms and conditions of this Agreement, Edgenuity will house the Software on its data center servers and will use commercially reasonable efforts to make the Software available (subject to routine or required maintenance periods) to Client and its Users via the internet twenty-four (24) hours a day, seven-(7)-days-a-week. Such efforts shall include providing Client with certain user IDs and passwords (“Passwords”) for use by Client in gaining access to and use of the Software. All access rights for Client and its Users will be via the worldwide web using a browser and internet connection compliant with the Edgenuity Recommended Hardware Configurations and any other system requirements provided by Edgenuity to Client in connection with the Quote, and shall be subject to the limited licenses granted below and the other terms and conditions of this Agreement.

B. **Acceptance.** All Software will be deemed accepted by Client upon the availability to Client of access to the Software, and Client waives any right to revoke acceptance thereafter.

## V. SOFTWARE MAINTENANCE.

A. **Delivery.** During the applicable License Period, and subject to Client’s timely payment of all applicable Fees and Client’s compliance with all of the other terms and conditions of this Agreement, Edgenuity will use commercially reasonable efforts to provide Client with Software Maintenance to the extent provided in the Quote.

B. **Acceptance.** Software Maintenance will be deemed accepted by Client upon the availability of Software Maintenance to Client, and Client waives any right to revoke acceptance thereafter.

C. **Updates.** From time to time, Edgenuity may develop or license updates, upgrades, bug fixes, or modifications to the Software ("Updates"). If Client is receiving Software Maintenance from Edgenuity on the general release date of an Update, Edgenuity will provide Client with the Update and any related Documentation at no additional charge to Client. Otherwise, Edgenuity has no obligation to provide Client with any Updates or any related Documentation. Access to and use of any Update or Documentation provided hereunder shall be subject to all of the terms and conditions that apply to the related Software.

D. **Super Users.** If Client is receiving Software Maintenance from Edgenuity, then, in addition to standard support for faculty-Users via electronic mail or telephone, Client shall designate up to three (3) Users who shall be responsible for adding and maintaining teachers, Client policies for teachers, customizing courses, and communications in regards to the hardware and software comprising Client's computer system of which the Software is a part (the "Super Users"). Super Users will be entitled to contact Edgenuity's support line during normal operating hours (between 8:00 a.m. and 8:00 p.m. Eastern Standard Time) on regular business days, excluding Edgenuity holidays, via telephone, electronic mail, or fax, to consult with Edgenuity technical analysts concerning problem resolution, bug reporting, documentation clarification, and general technical and support guidance. In the event that a Super User is no longer employed by Client, or is given materially different job functions, Client will substitute a new Super User for that Super User, provided, however, that in the event of any change of a Super User, Client must notify Edgenuity in writing of the change prior to the new Super User contacting Edgenuity.

E. **Limitation.** Edgenuity shall have no obligation to provide any maintenance or support of any kind with respect to any hardware or software product other than the Hardware and the Software stated in the quote.

## VI. PROFESSIONAL SERVICES.

A. **Delivery.** Subject to Client's timely payment of all applicable Fees and Client's compliance with all of the other terms and conditions of this Agreement, Edgenuity shall provide Client with Professional Services in accordance with the terms of the Quote and this Agreement.

B. **Acceptance.** Professional Services will be deemed accepted upon performance of the Professional Services, unless Client reasonably believes that such performance is not in compliance with the terms of the Quote and this Agreement, and Client provides Edgenuity with written notice specifically describing such deficiency within ten (10) days of such performance, in which event Edgenuity shall have a reasonable amount of time to investigate and remedy any actual deficiency. Upon the expiration of this ten (10) day period, Client waives any right to revoke acceptance thereafter.

C. **Personnel.** Edgenuity and Client shall each designate a project representative. All Edgenuity and Client personnel assigned to participate on their behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in a Quote, each party has the right to determine the assignment and re-assignment of its personnel. Edgenuity's obligations under this Agreement may be performed by divisions, subsidiaries, or affiliates of Edgenuity. Edgenuity also may engage the services of independent contractors or subcontractors selected by Edgenuity to assist Edgenuity in the performance of its duties hereunder.

D. **Changes.** Any changes to the Professional Services, including the scope of work or the project timeframes, must be made by written amendment to the Quote signed by Edgenuity and Client prior to the implementation of the changes. Any changes may result in additional fees or charges to Client.

E. **Unused Training Services.** Any Training Services that have not been used by Client prior to the expiration or termination of this Agreement or the term applying to those Training Services, whichever is earlier (the "Unused Training Services"), shall expire upon such expiration or termination, and Client waives and forfeits all of its rights (if any) to all Unused Training Services and to any refund or cancellation of any Fees paid or payable for any Unused Training Services.

## VIII. DELIVERABLES.

In connection with its performance of any Software Maintenance or Professional Services hereunder, Edgenuity may provide Client with one or more Deliverables. All rights, title, and interest in and to any Deliverables and any Copyright Materials and Trade Secret Materials shall belong to and be retained by Edgenuity (or its suppliers and licensors, as applicable), subject to the following limited license: Conditioned upon Client's performance under this Agreement, including the timely payment of all Fees, Edgenuity hereby grants to Client a nonexclusive, nontransferable, limited license (without the right to grant sublicenses) to use the Deliverables and any Copyright Materials and Trade Secret Materials contained therein solely in connection with Client's authorized use of the Hardware and the Software.

## IX. CLIENT OBLIGATIONS.

A. **Edgenuity Recommended Hardware Configurations.** Client hereby acknowledges and agrees that all applicable Client Technology meets the Edgenuity Recommended Hardware Configurations required for Client's operation and use of the Hardware and Software pursuant to this Agreement, and that the Hardware and Software may not operate with Client Technology that does not comply with the Edgenuity Recommended Hardware Configurations. Client is responsible for the cost, operation, and availability of, and

compliance of its Users with, all elements of the Edgenuity Recommended Hardware Configurations. Edgenuity will use commercially reasonable efforts to ensure that the Hardware and Software will operate, substantially in accordance with the applicable Documentation, with Client Technology that complies with the Edgenuity Recommended Hardware Configurations. Client shall be solely responsible for any Client Technology or other product that is required for Client's or its Users' access to or use of the Hardware or the Software, including the purchase and maintenance of any such product, and Client shall be responsible for payment of any fees or expenses incurred in connection with any performance testing and other product setup charges, which may be billed by Edgenuity separately.

**B. User Activity.** Client is responsible for all activities of Users and for the compliance of all Users with these Standard Terms and all other terms of this Agreement. Client will (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data; (ii) use reasonable efforts to prevent unauthorized access to, or use of, the Software or the Documentation, which must include, among other things, user identification numbers and passwords, IP address verification, or other secure method of user verification, and notify Edgenuity promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply, and ensure compliance by all Users, with all applicable local, state, and federal laws, rules, and regulations, including the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights And Privacy Act (FERPA).

**C. Client Cooperation.** Client agrees to cooperate with Edgenuity in a professional, diligent, and courteous manner in connection with the performance of Edgenuity's obligations under this Agreement. Without limiting the generality of the foregoing, Client shall, at all times diligently comply with any reasonable request of Edgenuity to furnish to Edgenuity all technical matter, data, information, operating supplies, knowledgeable personnel, and access to and use of any Client Technology to the extent necessary or appropriate for the performance of Edgenuity's obligations under this Agreement. Client hereby grants to Edgenuity a nonexclusive, royalty-free license to access and use Client Technology during the Term solely for the purposes of performing Edgenuity's obligations under this Agreement.

**D. User Cooperation.** Client understands and agrees that the participation and cooperation of each User, and in particular each student User, is critical to the effective use of the Hosted Application and the other Software. Client agrees to use its best efforts to ensure that each User fully cooperates with Edgenuity in the use of the Hosted Application and the other Software by each User in accordance with this Agreement.

**E. Suspension.** Without limiting Edgenuity's other remedies under this Agreement, including termination, in the event of any material breach of any of the terms of this Section IX by Client, Edgenuity may immediately, upon written notice to Client of such breach, suspend Client's and its Users' access to and use of the Software, its delivery of any Software Maintenance or Professional Services, or performance of any of its other obligations under this Agreement, until such breach is cured to the reasonable satisfaction of Edgenuity.

## **X. INTELLECTUAL PROPERTY.**

**A. License.** Conditioned upon Client's compliance with the terms and conditions of this Agreement, Edgenuity grants to Client and its Users a nonexclusive, nontransferable, and limited license to access and use (by use of a unique user name and password), solely for internal education-related and training-related purposes of Client and its Users (and in no event for providing services or assistance to any other parties, including any other educational institutions). The Software, Documentation, Edgenuity Licensed Content, Copyright Materials, Trade Secret Materials, Marks and Work Product (collectively the "Licensed Content") for which Client has paid the applicable Fees, are subject to and in accordance with the following terms:

1. **Concurrent User Licenses ("CULs")** are required for each concurrent user session.
2. **Software is in "use"** on a computer when it is loaded in part or in whole into the temporary memory (i.e., RAM). The Software may be utilized on an unlimited number of computers, provided, however, that the number of allowed concurrent or single use sessions is limited to the number of CULs or SULs purchased. Installation or use on a network server, a terminal server, or an emulator of any type is not supported and is not allowed.
3. **Solely with respect to Documentation,** Client may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies are used only for Client's internal educational and training purposes and are not republished or distributed beyond Client's premises, to include not posted on Client's externally available websites.

**B. Ownership.** This Agreement grants a license, not a transfer of title, to the Licensed Content. All title, ownership rights, and rights in the Licensed Content (including any images, "applets", animations, video, audio, and text incorporated in the Software) is owned by Edgenuity or its suppliers or licensors, and, subject to the limited rights expressly granted to Client and its Users under this Agreement, Edgenuity and its suppliers and licensors hereby expressly retain and reserve all rights, title, and interest in and to the Licensed Content, including all related patents, copyrights, trademarks, trade secrets, and other intellectual property rights.

**C. Client Data.** Client hereby grants Edgenuity a nonexclusive license to use, modify, reproduce, create derivative works of, and distribute Client Data solely for the purpose of performing Edgenuity's obligations under this Agreement. Except for the foregoing, Edgenuity shall have no rights, title, or interest in any Client Data.

**D. Feedback.** Edgenuity shall have and enjoy a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use or incorporate into the Licensed Content any suggestions, enhancement requests, recommendations, or other feedback provided by Client or its Users relating to the operation or use of Licensed Content ("Feedback"). All Feedback is and shall be entirely voluntary and shall not, absent a separate written agreement, create any obligations of confidentiality for Edgenuity or otherwise be considered Confidential Information of Client hereunder.

**E. Customization.** Certain aspects of the Edgenuity Software, such as the scope and sequencing of Edgenuity Licensed Content, may be customized by Edgenuity upon request of Client ("Customization"), which Customization may be provided only to the extent set forth in the Quote and upon payment of any applicable Fees. With respect to any Customization, (a) Client shall have no ownership rights in the Edgenuity Software or any of the Edgenuity Licensed Content; (b) Client may use the Customization and distribute them, but only to those schools, campuses, or educational entities that are directly affiliated with Client and have purchased and hold a current and valid license to the Software used to create and utilize the Customization; and (c) Client grants Edgenuity a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right and license to use, reproduce, display, distribute, modify, market, sell, and create derivative works from any Customization (including providing the Customization to any other Edgenuity customer).

**F. Limitations.** Client has no rights in or to the Licensed Content other than those expressly granted to Client under this Agreement. Without limiting the generality of the foregoing, Client and its Users shall have no right to, and Client specifically agrees not to (and not to permit its Users to):

1. **Download** all or any part of the Software or the Documentation, except to the limited extent expressly permitted by this Agreement;
2. **Modify, copy, or create** derivative works based on the Licensed Content;
3. **Frame or mirror** any content forming part of the Licensed Content;
4. **Reverse engineer**, attempt to reverse engineer, translate, alter, adapt, decompile, or disassemble the Licensed Content;
5. **Access or allow** others to access the Licensed Content in order to build, market, or offer a competitive product or service, or copy ideas, features, functions, or graphics of the Licensed Content;
6. **License, sublicense, sell, resell, lease, transfer, assign, distribute, time share, or otherwise commercially exploit** the Licensed Content in any form or in any manner, or make the Licensed Content available to any third party other than Client's Users or as otherwise permitted by this Agreement;
7. **Send or store** infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights;
8. **Intentionally send or store** any viruses, worms, time bomb Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs;
9. **Interfere** with or disrupt the integrity or performance of the Software or the data contained therein;
10. **Attempt to gain** unauthorized access to the Licensed Content or its related systems or networks;
11. **Publicly display** or publicly perform the Licensed Content without Edgenuity's prior written consent;
12. **Remove** or alter any proprietary notices or marks on the Licensed Content; or
13. **Without the written consent** of Edgenuity, provide any documentation referencing any Licensed Content in response to a FOIA or similar request, in accordance with State of Connecticut law.

**G. Third Party Providers.**

1. **General.** Client acknowledges and understands that the Hardware and the Software may include Third Party Providers. If the Hardware or Software or Services, or any aspect of the Quote, includes a Third Party Provider or other intellectual property owned by a third party, such software or services or other intellectual property is provided by Edgenuity to Client subject to any applicable copyright(s) and user license(s), the terms and conditions of which may be set forth in a license agreement accompanying such software or services or other intellectual property. Nothing contained herein shall be construed to grant any rights or license to use any Third Party Software or other third party intellectual property in any manner or for any purpose not expressly permitted by such license agreement.
2. **ExploreLearning Gizmos™.** Without limiting any of the provisions of Subsection 1 above, access to and use of any ExploreLearning Gizmos™ ("Gizmos") provided by Edgenuity (whether included in or incorporated into any Edgenuity Software, or otherwise) shall be subject to the following terms:
  - (a) either Client nor any of its Users are authorized to access or use any Gizmos, except: (i) Users who are students and who are authorized by Client to access and use the Edgenuity Software that includes or incorporates the Gizmos; and (ii) Users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students; and
  - (b) A Gizmo may only be used in connection with the Edgenuity Software with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software.
  - (c) Client understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Client or any of its Users in contravention of the foregoing terms constitutes a material breach of this Agreement, and that if Client desires to use a Gizmo in a manner that is not authorized by this Agreement, it is solely the

responsibility of Client (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.

3. **Middlebury Interactive Services (MIL) Powerspeak™.** Without limiting any of the provisions of subsection 1 above, if this agreement includes any Middlebury Interactive Services (MIL) products, including but not limited to Powerspeak, Client acknowledges that with the use of MIL's products, the Client is subject to MIL's terms and conditions. For further information, please refer to MIL's terms and conditions which can be found online at:

<http://middleburyinteractive.com/index.php/faqs/terms-of-use>.

Client understands and agrees that any access to or use of MIL products provided by Edgenuity by Client or any of its Users in contravention of the foregoing terms constitutes a material breach of this Agreement, and that if Client desires to use a MIL Product(s) in a manner that is not authorized by this Agreement, it is solely the responsibility of Client (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.

4. **Education Testing Services (ETS) e-rater® Scoring Service.**

a). The score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made.

The user understands and agrees that the e-rater® Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. User shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the e-rater® Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose.

b). THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

c). **License to Use Essays Submitted.** With regard to essays submitted to the site, excluding use by ETS for sale or other commercial use to third parties, you hereby grant to ETS a non-exclusive, royalty-free, perpetual, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally-identifiable information that may be associated with the papers. This license shall survive the termination of any license granted herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.

5. **Sophia® Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following language applies to any such purchase or use, "Client agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."

**H. Branding.** Unless otherwise agreed to by Edgenuity and Client, the Software will not contain advertisements or commercial branding other than standard brand identifiers used by Client, Edgenuity, or Edgenuity's suppliers and licensors.

**I. Evaluations.** In the event that the Quote provides for an evaluation, "pilot", or other trial License Period for any Licensed Content, whether or not free of charge (an "Evaluation"), all of the terms and conditions of this Agreement shall apply to the Evaluation, as supplemented by the terms set forth in the Quote, provided that, notwithstanding anything in this Agreement to the contrary:

1. The access to and use of the Licensed Content permitted under Section X.A above and under this Agreement, shall be limited solely to an evaluation by Client and its Users of the Licensed Content for prospective use in their internal, education-related operations;
2. The duration of the License Period for the Evaluation shall be as set forth in the Quote;
3. The number and the identity of the Users for the Evaluation shall be as set forth in the Quote;
4. Client and Users shall have no right to reproduce or make any copies of any Licensed Content, or any portion thereof; and
5. THE LICENSED CONTENT IS PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO ANY LICENSED CONTENT.

**J. Audits.** Edgenuity may audit Client's and its Users' use of the Licensed Content for compliance with the terms and conditions of this Agreement at any time upon reasonable notice to Client. Client shall cooperate with any such audit, shall comply with any reasonable request of Edgenuity in connection with the audit, and shall provide Edgenuity with access to any and all documents and information necessary or appropriate for Edgenuity to complete the audit. In the event that any such audit reveals any use of the Licensed Content other than in accordance with and in full compliance with the terms and conditions of this Agreement, then, in addition to all of Edgenuity's other rights and remedies, Client shall promptly reimburse Edgenuity for all reasonable fees, costs, and expenses (including attorneys' fees) incurred by Edgenuity in connection with such audit.

**K. Termination of Licenses.** Licenses granted under this Agreement will be automatically terminated and revoked upon the earlier of the expiration or termination of the applicable License Period or the expiration or termination of this Agreement. Edgenuity reserves the right to revoke any license granted under this Agreement upon the occurrence of a material breach of this Agreement by Client or its Users, which is not fully cured within ten (10) days after knowledge and/or notice to client or its users, of the occurrence. Upon the revocation or termination of a license, Client and all Users must immediately discontinue their access to and use of the applicable Licensed Content, and Client and Users must destroy all copies of such Licensed Content that they have obtained or made.

**L. Work Product and Marks.** Client agrees that no copyrightable aspects of the Work Product or any Mark shall be considered "work made for hire" within the meaning of the Copyright Act of 1976, as amended, and Client hereby assigns to Edgenuity exclusively all right, title, and interest in and to all intellectual property rights in and to such Work Product and Marks that Client may have or obtain. Client acknowledges that the parties do not intend Client to be a joint author of the Work Product or the Marks within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Client be deemed a joint author of the Work Product or the Marks. Client agrees to execute and deliver any additional documents and instruments, and take any other actions that may be necessary or requested by Edgenuity to give effect to the provisions of this Section.

## **XI. FEES AND PAYMENT.**

**A. Fees.** Client agrees to pay all Fees. Except to the extent expressly provided in the Quote or in this Agreement, all Fees are non-cancellable and non-refundable, including (i) any Fees related to any Software or any other Product, (ii) any Fees related to any Professional Services, including Training Services. Amounts due for Products and Services are based on access to the Products and Services and are not dependent on actual usage, nor are they contingent upon delivery of any future functionality or features. Accordingly, and without limiting the generality of the first sentence of this section, in the event of any expiration, termination, renewal, account change or modification, or any other circumstance, Client shall have no right to the cancellation or refund of any Fees paid or payable for any Products and/or Services based on Client's lack of use or implementation of the Products or Services, including any Unused Training Services.

**B. Invoicing and Payment.** Unless otherwise provided in the Quote, all Fees (including any Fees for any Products or Services) may be invoiced upon the Effective Date, and Client agrees to pay the net amount of each invoice, without offset or deduction, within 45 days after the invoice date. If any amount is not paid upon the due date, then Edgenuity shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the due date.

**C. Taxes.** Except to the extent that Client provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Edgenuity will invoice Client for, and Client agrees to promptly pay, any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with this Agreement (except for any Edgenuity income or employee taxes).

## **XII. CONFIDENTIALITY.**

**A. Protection.** Edgenuity and Client each (the "Receiving Party") agrees to hold Confidential Information of the other party (the "Disclosing Party") in strictest confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever, except as authorized by this Agreement or in connection with the Receiving Party's obligations under this Agreement. The Receiving Party shall take reasonable precautions to protect the confidentiality of such.

**B. Limitations.** "Confidential Information" means any information relative to the Disclosing Party, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the Receiving Party as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the Receiving Party; (iii) was independently developed by the Receiving Party without the use of any of the Disclosing Party's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes the contents of any Edgenuity Licensed Content, Quote, the Software, the Documentation, the Deliverables, Copyright Materials, and Trade Secret Materials. Client's Confidential Information includes the Client Data.

**C. Allowed Disclosure.** The Receiving Party may disclose Confidential Information or Confidential Materials only to Receiving Party's employees, agents, and consultants who have a "need to know" such information, and who have agreed, in writing, to protect the confidentiality of the Confidential Information and the Confidential Material to the same extent as provided in this Agreement.

**D. Compelled Disclosure.** If the Receiving Party is forced to disclose any Confidential Information or Confidential Materials of the Disclosing Party by order of a court or other legal authority, or by operation of law, the Receiving Party will, to the extent legally permitted, give the Disclosing Party prompt notice thereof and will provide the Disclosing Party a reasonable opportunity to prevent such disclosure.

**E. Unauthorized Disclosure.** The Receiving Party shall notify the Disclosing Party immediately upon the discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information or Confidential Materials, and will cooperate with the Disclosing Party in every reasonable way to assist the Disclosing Party in regaining possession of the Confidential Information or Confidential Material and in preventing its further unauthorized use or disclosure.

**F. Return of Confidential Information.** Promptly upon the Disclosing Party's request, the Receiving Party shall return to the Disclosing Party all originals, copies, reproductions, and summaries of Confidential Information and Confidential Materials, or, at the Disclosing Party's option, certify the destruction thereof.

**G. Remedies.** The Receiving Party's disclosure or use (or threat to disclose or use) any Confidential Information of the Disclosing Party in breach of this Agreement will cause immediate and irreparable harm to the Disclosing Party and the Disclosing Party shall be entitled to immediate injunctive relief against any actual or threatened violation, in addition to any of its other rights and remedies.

**H. No Transfer.** This Agreement does not transfer to the Receiving Party any title to or ownership rights in any of the Disclosing Party's Confidential Information.

**I. Student Data for Purpose of Study.** Client may share student records with Edgenuity pursuant to this Agreement for the sole purpose of conducting a study on behalf of Client to improve instruction. Edgenuity shall destroy or return all identifiable student information when no longer needed for purposes of the study. Edgenuity shall not disclose any private identifiable student information as prohibited by applicable State law.

**a) Electronic Transmission of Student Records**

1. Edgenuity shall comply will all relevant provisions of Public Act No. 16-189 entitled an act concerning Student Data Privacy.
2. Edgenuity agrees that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of the Contractor.
3. Edgenuity agrees that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of the Contractor.
4. Edgenuity agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.
5. Edgenuity agrees that, Students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policy's.
6. Edgenuity agrees and is responsible to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.
7. Edgenuity agrees that it will not retain any student data or let said student data remain available to Edgenuity upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with Edgenuity regarding the retention of the student's data in an electronic form or database.

**b) Security Breach of Student Information and Data**

1. **Edgenuity's Procedure for Notification Regarding Breach or Unauthorized Release of Student Information.** Edgenuity shall establish a procedure and provide a copy of said procedure to the City and its Board of Education setting forth its notification policy to the Board of Education and the Parents when there has been a breach or unauthorized release of student Information or records.



2. **Edgenuity shall provide a 30-Day notification in event of unauthorized release of student information.** Upon the discovery of a breach of security that results in the unauthorized release of student information, as defined by Public Act 16-189, (excluding directory information), Edgenuity must notify the City of such breach without unreasonable delay, and in no case later than thirty (30) days from discovery of the breach. During that 30-day period, the contractor may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or (2) restore the integrity of the contractor's data system.

J. **FERPA.** Edgenuity acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the City only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the Contractor has no authority to make disclosures of any information obtained in the course of performing this agreement.

### XIII. INFRINGEMENT AND INDEMNIFICATION.

A. **Infringement.** Edgenuity agrees to defend or settle, at its option or discretion, any claim, action, demand, lawsuit, or proceeding (each, a "Claim") made or brought against Client alleging that any portion or aspect of any Edgenuity Licensed Content, Marks, Edgenuity Software, related Documentation, Software Maintenance, Professional Services, Deliverable, or any U.S. patent, copyright, trade secret, trademark, or other intellectual property of Edgenuity made available to Client under this Agreement (each, an "Edgenuity Item") infringes any patent, copyright, trademark, or other intellectual property right of a third party, provided that: (i) the subject Edgenuity Item is used strictly as permitted by this Agreement; (ii) the Claim does not arise from any modification, alteration, or customization of the Edgenuity Item made by or at the request of Client; (iii) the Claim could not have been avoided if Client had substituted its use of the infringing Edgenuity Item with an update or release provided to Client prior to such Claim; and (iv) Client gives Edgenuity prompt written notice of the Claim, tenders to Edgenuity the defense or settlement of the Claim, at Edgenuity's expense, and cooperates with Edgenuity, at Edgenuity's expense, in defending or settling the Claim. If one or more of the conditions set forth in sub-clauses (i), (ii), (iii) or (iv) are not satisfied, then Edgenuity shall have no liability or other obligation to Client with respect to the Claim. If an Edgenuity Item becomes, or in Edgenuity's opinion likely to become, the subject of an infringement Claim, Edgenuity may, at its sole option and expense, procure for Client the right to continue using such item as provided hereunder, modify such item so that it is no longer infringing, replace such item with another item of equal or superior functional capability, or require the return or cessation of use of the item and refund Client the portion of the Fees paid that are attributable to the item. **THE RIGHTS GRANTED TO CLIENT UNDER THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND EDGENUITY'S SOLE LIABILITY FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT.**

B. **Indemnification.** Client agrees to indemnify, defend, and hold harmless Edgenuity and its shareholders, directors, officers, employees, agents, contractors, consultants, affiliates, and subsidiaries from and against any and all Claims, and any losses, damages, settlements, taxes, contributions, penalties, fines, costs, or expenses (including reasonable attorneys' fees), arising from: (i) any act or omission on the part of Client, any party acting on Client's behalf, and any User; (ii) any injuries or death to any Edgenuity personnel, or any damage to Edgenuity property suffered in the performance of the Services, except as may result from the negligence or willful misconduct of Edgenuity; (iii) the occurrence or nonoccurrence of any event proximately caused by any Client Technology; (iv) any allegation that any Client Technology infringes any third party patent, trademark, copyright, or other right; and (v) the use of any Product or Service by Client or any User other than as expressly permitted by this Agreement.

C. **Indemnification.** Edgenuity shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and (ii) are caused in whole or in part by any willful or negligent act or omission of Edgenuity, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or any of its boards, agents, employees or officers by Edgenuity or any employee of Edgenuity, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Edgenuity or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

Edgenuity understands and agrees that any insurance required by this Contract, or otherwise provided by Edgenuity, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

### XIV. WARRANTIES AND DISCLAIMERS.

**A. Edgenuity Software Warranties.** Edgenuity warrants that the Edgenuity Software will operate substantially in accordance with the applicable Documentation during the applicable License Period, provided that the Edgenuity Software is used in accordance with Edgenuity's Recommended Hardware Configurations and the terms and conditions of this Agreement. This warranty is voided to the extent of any alterations, modifications, or access to or use of the Edgenuity Software not authorized by Edgenuity. Client must notify Edgenuity of any breach of this warranty promptly in writing. Upon Edgenuity's receipt of such notice, Edgenuity may, at its election and expense, either (i) as soon as commercially practical, consistent with industry practice, modify the affected Edgenuity Software to conform in all material respects with the applicable Documentation; (ii) provide a replacement for the affected Edgenuity Software which conforms in all material respects with the applicable Documentation; or (iii) terminate access to and use of the affected Edgenuity Software and refund to Client a pro-rated portion of the Fees paid that is attributable to the affected Edgenuity Software. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE REMEDY AND EDGENUITY'S SOLE LIABILITY WITH RESEPECT TO A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION. EXCEPT FOR CLIENT'S RECOURSE TO RECOVER ACTUAL DAMAGES CAUSED BY EDGENUITY'S BREACH OF WARRANTY.**

**B. Hardware and Third Party Software Warranties.** ALL HARDWARE AND THIRD PARTY SOFTWARE IS PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO ANY HARDWARE OR THIRD PARTY SOFTWARE. Client, recognizing that Edgenuity is not the manufacturer of Hardware or the producer of Third Party Software, expressly waives any claim that Client may have against Edgenuity based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Hardware or Third Party Software, as well as any right to indemnification from Edgenuity on account of any such claim made against Client by a third party. Edgenuity hereby transfers to Client, to the extent transferable, whatever transferrable warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or the producer of the Third Party Software, including any transferable warranties and indemnities respecting patent infringement. Edgenuity's sole obligation with respect to Hardware and Third Party Software shall be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Client makes against the manufacturer or producer of the Hardware or the Third Party Software.

**C. Service Warranties.** Edgenuity warrants that it will provide Services (i.e., Software Maintenance, Professional Services and Deliverables) in a professional, workmanlike manner consistent with the terms of this Agreement and in accordance with generally accepted industry standards of care and competence. These warranties are voided to the extent of any alterations or modifications to the Services not authorized by Edgenuity. Client must notify Edgenuity of any breach of these warranties promptly in writing within ten (10) days of Edgenuity's performance that is the subject of the breach, and the Client's knowledge of the breach of warranty by Edgenuity's performance. Upon Edgenuity's receipt of such notice, Edgenuity may, at its election and expense, either (i) use reasonable efforts to re-perform or correct any defect in the Software Maintenance, Professional Services or Deliverables, at no charge to Client; or (ii) terminate performance of the applicable Software Maintenance, Professional Services or Deliverables and refund the Fees paid by Client to Edgenuity that are appropriately apportioned for and attributable to the affected Service. **THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CLIENT'S SOLE REMEDY AND EDGENUITY'S SOLE LIABILITY WITH RESPECT TO A BREACH OF THE WARRANTIES SET FORTH IN THIS SECTION, EXCEPT FOR CLIENT'S RECOURSE TO RECOVER ACTUAL DAMAGES CAUSED BY EDGENUITY'S BREACH OF WARRANTY.**

**D. Disclaimers.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES CONCERNING ANY PRODUCT OR SERVICE, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR NON-INTERFERENCE, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CLIENT SPECIFIC LEGAL RIGHTS, AND CLIENT MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

Edgenuity reserves the right to alter the features, specifications, capabilities, functions, licensing terms, availability, or other characteristics of any of the Software or Documentation, and Edgenuity may, at its sole discretion, alter Hardware and Software configurations from time to time. Client will be notified in advance of any updates or significant software or platform changes beyond standard Software Maintenance.

**E. Warranty Statements.** If a formal, written warranty statement is made by Edgenuity with respect to a particular Product, and that warranty statement is delivered or made available to Client with that particular Product, then the terms of the warranty statement shall apply to that Product, and those terms are incorporated herein by this reference. In the event of a conflict between a term of these Standard Terms and a term of the warranty statement, then the higher degree of warranty protection shall be available to Client.

**F. Representations and Warranties of Client.** Client represents and warrants to Edgenuity that:

1. Client has the full power and authority to execute, deliver and perform under this Agreement;

2. This Agreement is valid, binding, and enforceable against Client in accordance with the terms herein, no provision requiring its performance is in conflict with Client's obligations under any other agreement, and Client is not subject to any law prohibiting its execution or performance of this Agreement;
3. With respect to the performance of Client's obligations under this Agreement, Client will comply with, and will cause each of its employees, agents, and contractors to comply with, all laws applicable to its performance under this Agreement;
4. Client will not use, and will not allow any of its students, or any third party, to use, the Edgenuity Licensed Content or any Edgenuity Service in a manner that is, or that potentially is, (i) illegal, (ii) a legal risk to Edgenuity, (iii) degrading to the quality, goodwill, reputation of Edgenuity, its business, or its products or services, or (iv) a violation of any of the terms and conditions of this Agreement; and
5. Client shall be responsible and liable for all of the acts and omissions of all of its employees, agents, contractors, and students under or in connection with this Agreement, and for their compliance with the requirements and other terms and conditions of this Agreement.

#### **XV. LIMITATIONS OF LIABILITY.**

**A. No Consequential Damages.** CLIENT SHALL NOT BE ENTITLED TO, AND NEITHER EDGENUITY NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE TO CLIENT OR ANY OF ITS USERS FOR, ANY INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE, DAMAGES OF ANY KIND OR NATURE, INCLUDING COVER, BUSINESS INTERRUPTION, LOSS OF PROFIT, REVENUE, DATA, OR GOODWILL, OR CLIENT TECHNOLOGY DAMAGE, FAILURE, OR MALFUNCTION, EVEN IF EDGENUITY OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF HOW SUCH DAMAGES WERE CAUSED, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS OR EXCLUSIONS OF CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, SOME OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY. CLIENT SHALL BE ENTITLED TO LEGAL AND/OR EQUITABLE RECOURSE FOR DIRECT DAMAGES CAUSED BY EDGENUITY'S INTENTIONAL WRONGFUL ACTS OR OMISSIONS OR BREACH OF THIS AGREEMENT.

**B. Limitation of Damages and Other Losses.** IN NO EVENT SHALL CLIENT'S TOTAL AND AGGREGATE RECOVERY FROM EDGENUITY FOR ANY AND ALL CLAIMS EXCEED THE GREATER OF (I) FEES ACTUALLY PAID BY CLIENT FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM(S) IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (II) THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT; PROVIDED, HOWEVER, THIS LIMITATION SHALL NOT APPLY TO THE AMOUNT OF CLIENT'S ACTUAL PROVEN DIRECT DAMAGES CAUSED BY EDGENUITY'S INTENTIONAL WRONGFUL ACTS AS DETERMINED IN A FINAL, NON-APPEALABLE JUDICIAL DETERMINATION. THE PRECEDING CLAUSE ON DIRECT DAMAGES SHALL BE LIMITED TO \$500,000 WHICH IS IN THE AGGREGATE AND NOT PER INCIDENT AND FOR THE FULL LIFE OF THE CONTRACT AND SHALL APPLY TO ALL CLAUSES IN THE CONTRACT REGARDING DIRECT DAMAGES.

**C. Claims Regarding Content; Indemnification.** Client understands and acknowledges that the Software is a tool to assist Client in virtual learning using multimedia materials and collecting data on the internet, and that Client, its Users, and third parties, and not Edgenuity or its suppliers or licensors, are responsible for ensuring the content of such communications, training materials, web sites and data. Client agrees to indemnify and hold harmless Edgenuity, its suppliers, directors, officers, agents and employees from and against any and all Claims, damages, judgments, assessments, losses, liabilities and expenses (including reasonable fees and disbursements of counsel) arising out of, or in connection with, any communications generated by Client and any content created by Client using the Software.

**D. Applicability.** THE LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. Client agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Client has accepted the Software or any other Product or Service delivered by Edgenuity. Client acknowledges and agrees that Edgenuity has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

**E. Time Limitation.** No action arising out the performance of any obligation under this Agreement may be brought by either party more than the longer of the applicable state statute of limitations, or two (2) years after such cause of action accrues, except that an action for nonpayment may be brought within two (2) years after the date of last payment.

#### **XVI. TERM AND TERMINATION.**

**A. Term.** This Agreement will be effective as of the Effective Date and shall continue in full force and effect until the end of the last License Period covered by this Agreement, unless earlier terminated in accordance with the terms of this section (the "Term").

- 1        **Options.** The Client shall have the option at its sole discretion to extend this Agreement for One Additional year from August 15, 2017 through August 14, 2018, upon the same terms and conditions as set forth in this Agreement.

**B. Termination.**

1.        **Nonpayment.** If Edgenuity believes in good faith that Client's ability to make payments may be impaired, or if Client fails to pay any invoice when due and does not make such payment within thirty (30) days after receipt of such notice from Edgenuity of such failure, Edgenuity may, in its sole and absolute discretion, either (a) suspend access to or the delivery or performance of any Product or Service until such payment is made; or (b) terminate this Agreement.
2.        **Material Breach.** Either party may terminate this Agreement for the material breach of the other party which material breach has remained uncured for a period of fifteen (15) days after the date of notice thereof to the breaching party. In the event that Client terminates this Agreement for a material breach by Edgenuity, Edgenuity shall return a pro-rated portion of the Fees received by Edgenuity from Client pursuant to this Agreement for the Products and/or Services that are the subject of the breach.
3.        **Insolvency.** Either party may immediately terminate this Agreement, with notice, upon (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; (iii) the other party becoming insolvent; or (iv) the other party's dissolution or ceasing to do business (or its adoption of a resolution for either).
4.        **Effects.** Termination or expiration of this Agreement shall not relieve Client of any obligation to pay any Fees payable to Edgenuity prior to the Effective Date of the termination or expiration. In addition, the exercise of the right to terminate this Agreement shall be in addition to any other right and remedy provided in this Agreement or existing at law or in equity that is not otherwise excluded or limited under this Agreement.

**XVII. MISCELLANEOUS.**

**A. Non-Solicitation.** During the Term and for a period of one (1) year thereafter, Client shall not, either directly or indirectly, solicit, make offers of employment, hire in any capacity, or accept any services or work from any employees, contractors, or consultants of Edgenuity who are associated (either directly or indirectly) with the performance of any services under this Agreement, without Edgenuity's prior written consent. In the event that Client breaches the foregoing restriction, then, in addition to any other rights or remedies of Edgenuity, Client shall pay to Edgenuity, as liquidated damages and not as a penalty, within thirty (30) days of receipt of a notice of breach, a sum equal to two (2) years of salary or fees that Edgenuity would reasonably expect to pay to such employee, contractor, or consultant but for such breach.

**B. Force Majeure.** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the delayed cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

**C. Relationship of the Parties.** Edgenuity is an independent contractor with respect to Client. Neither party is nor shall be considered to be, an employee, agent, distributor, partner, joint venturer, or representative of the other party, and neither party shall have the authority to act on behalf of or in the name of the other party, or to bind the other party in any manner whatsoever.

**D. Governing Law.** Any action related to this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without reference to conflicts of laws principles that would result in the application of the laws of another jurisdiction. The state and federal courts located in New Haven County State of Connecticut, shall have exclusive jurisdiction and venue over any dispute arising hereunder or related hereto, and the parties hereby consent to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, Edgenuity shall have the right to seek injunctive or pre-judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement, or unauthorized disclosure of Edgenuity's Confidential Information or intellectual property rights. No Federal Acquisition Regulations shall be construed to apply to Edgenuity without Edgenuity's written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

**E. Export Control.** The sale, resale, or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations, and orders of the United States of America and may be subject to the export and/or import control laws, regulations, and orders of other countries. Client agrees to comply with all such laws, regulations, and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export, import, or transmission is restricted or prohibited. Client acknowledges and agrees that Client is responsible to obtain any license to export, re-export, import, or transmit as may be required.

F. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and shall be interpreted so as best to accomplish the objectives of the original portion to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.

G. **Assignment.** Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by Client without the prior, written consent of Edgenuity.

H. **Third Parties.** There are no third party beneficiaries to this Agreement.

I. **Waivers.** Any waiver of any rights under this Agreement must be in writing and signed by the waiving party, and any such waiver shall not operate as a waiver of any further right hereunder.

J. **Entire Agreement; Construction.** This Agreement is the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements. As used in this Agreement, the term "including" shall mean "including, without limitation," the term "includes" shall mean "includes, without limitation," and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular.

K. **Amendments.** This Agreement may be amended only in writing and signed by both parties; and any purported oral amendment to this Agreement shall be void and have no effect.

L. **Marketing.** Client agrees that Edgenuity may use Client's name, logo, and trademarks, and may disclose that Client is a customer of Edgenuity, in Edgenuity advertising, promotion and similar public disclosures; provided, however, that such advertising, promotion or similar public disclosures shall not indicate that Client in any way endorses any Edgenuity Products or Services without Client's prior consent.

M. **Background Investigations.** To the extent required by applicable Law and validated and approved by the Client and if the Client shall have additional requirements beyond the applicable Law (which shall be explicitly detailed in writing by client and provided to and agreed upon by Edgenuity), Edgenuity shall perform or cause to be performed or ensure that such background checks have been performed on its employees and agents engaged in the delivery of Edgenuity Licensed Content or the performance of Edgenuity Services.

N. **Notices.** All notices under this Agreement will be in writing and will be deemed given upon: (i) receipt thereof if delivered by facsimile, electronic mail, hand delivery, or overnight delivery service; or (ii) three days after deposit in the U.S. mail, postage prepaid, return receipt requested, if mailed. Notices to Edgenuity will be addressed to the attention of the Chief Learning Officer. Notices to Client will be addressed to the individual who executes the Quote on behalf of Client.

O. **Headings.** The headings contained in these Standard Terms are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

P. **Counterparts.** The execution of the Quote or any other instrument evidencing the effectiveness of this Agreement may be made in two or more original or facsimile counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

Q. **Survival.** All provisions of Sections X, XI, XII, XIII, XIV, XV and XVII except for XVII, Sub-section M, and any other provisions which must survive in order to give effect to their meaning, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this License and Purchase Agreement to be executed as of the Effective Date.

Edgenuity Inc.

Signed: Sari G. Factor

Name: SARI G. FACTOR

Title: CEO

Date: 11/4/2016

City of Waterbury, Department of Education

Signed: Neil M. O'Leary

Name: Neil M. O'Leary

Title: Mayor

Date: 11/29/16

APPROVED AS TO FORM

Edgenuity Inc.

[Signature]  
Attorney, Corporation Counsel's Office

**SCHEDULE A  
ADDITIONAL TERMS AND CONDITIONS**

Herein, Schedule A, Client is referred to as "City."

1. **Interest of City Officials.** No member of the governing body of the City, and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
2. **Prohibition Against Gratuities and Kickbacks.** No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

3. **Prohibition Against Contingency Fees.** Edgenuity hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
4. **City of Waterbury's Ethics Code Ordinance.** Edgenuity hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.
5. **Termination for Non-Appropriation or Lack of Funding.** Edgenuity acknowledges that the City is a municipal corporation and that this agreement is subject to the appropriation of funds by the City sufficient for this agreement for each budget year in which this agreement is in effect. The Edgenuity therefore agrees that the City shall have the right to terminate this agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this agreement is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
  - a) **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Edgenuity.
  - b) **Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay Edgenuity for the agreed to level of the products, services and functions to be provided by Edgenuity under this agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to Edgenuity, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this agreement shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this agreement.
  - c) **No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Edgenuity for any lost or expected future profits.
6. **Rights Upon Cancellation or Termination.**

- (a) **Termination for Lack of Funding or Non-Appropriation.** In the event of termination by the City for lack of funding or non-appropriations, the City shall pay Edgenuity for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Edgenuity shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Edgenuity shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Non-Appropriation the City and Edgenuity may negotiate a mutually acceptable payment to Edgenuity for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this agreement pertaining to Changes in the Work
- (b) **Termination by Edgenuity.** Edgenuity may, by written notice to the City, terminate this agreement if the City materially breaches, provided that Edgenuity shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, Edgenuity will be compensated by the City for work performed prior to such termination date and Edgenuity shall deliver to the City all deliverables as otherwise set forth in this agreement.
- (c) **Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this agreement, including but not limited to any contracts and may further pursue completion of the work under this agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.
- (d) **Delivery of Documents.** In the event of termination, (i) Edgenuity shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay Edgenuity for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

## **7. Insurance Required from Edgenuity.**

7.1 Edgenuity shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by Edgenuity and such insurance has been approved by the City. Edgenuity shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

7.2 At no additional cost to the City, Edgenuity shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Edgenuity's obligation under this Contract, whether such obligations are Edgenuity's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

7.3 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

7.4 The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Edgenuity:

**7.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate**

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**7.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit (CSL) Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including owned and hired autos.

**7.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:**  
EL Each Accident **\$500,000.00**  
EL Disease Each Employee **\$500,000.00**  
EL Disease Policy Limit **\$500,000.00**

Edgenuity shall comply with all State of Connecticut statutes as it relates to workers' compensation.

**7.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** Each Occurrence and **\$1,000,000.00** Aggregate.

**7.4.5 Professional Liability Insurance: \$1,000,000.00** each claim. **\$1,000,000.00** aggregate limit Professional liability (also known as, errors and omissions) insurance providing coverage to Edgenuity.

**7.5 Failure to Maintain Insurance:** In the event Edgenuity fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset Edgenuity's invoices for the cost of said insurance.

**7.6 Cancellation:** The City of Waterbury shall receive written notice of cancellation from Edgenuity at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**7.7 Certificates of Insurance:** Edgenuity's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Edgenuity's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Edgenuity executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis". The City's request for proposal number must be shown on the certificate of insurance. Edgenuity must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**7.8.** No later than thirty (30) calendar days after Consultant receipt, Edgenuity shall deliver to the City a copy of Edgenuity's insurance policies, endorsements, and riders.

**8. Freedom of Information Act Notice.** Pursuant to State statute, in the event the total compensation payable to Edgenuity set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.





**Price Quote for Services  
Waterbury Public Schools**

Edgenuity Inc.  
8860 E. Chaparral Road  
Suite 100  
Scottsdale AZ 85250  
480-423-0118

Date 10/3/2016  
Quote # 18698  
Vendor #

Payment Schedule	Pricing Expires	Contract Start Date	Contract End Date
Net 30 Days	11/30/2016	8/15/2016	8/14/2017

Header	Quantity	Description	Amount
Concurrent User Licen...	120	Concurrent User Licenses Virtual Classroom and Web Administrator -  The client will have access to 30 full and/or semester based courses. Please reference pricing proposal included with Waterbury PS RFP.	45,000.00
MyPath Site Licenses	2	MyPath Math and Reading Site License for Existing Edgenuity Site	15,000.00
On-Site PD	4	On-Site Professional Development Day	10,000.00
Web Trainings	3	Web-based Training Session This quote is an extension of the exact pricing used in the year 2 agreement.	1,500.00
<b>Total</b>			<b>\$71,500.00</b>

This Quote is subject to the Agreement by the parties dated November 4, 2016 for services provided during the 2016-17 school year. By signing this quote or by submitting a purchase order or form purchasing documents, Customer explicitly agrees to these terms and conditions resulting in a legally binding agreement.

If this Quote includes any Sophia Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

Customer \_\_\_\_\_  
Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Edgenuity Inc. Representative  
Greg Moore, M. Ed  
Account Executive  
774.238.0945  
greg.moore@edgenuity.com

Not valid unless accompanied by a purchase order.  
Please specify a shipping address if applicable.

Please e-mail this quote, the purchase order and order documentation to [AR@edgenuity.com](mailto:AR@edgenuity.com) or fax to 480-423-0213.

5860 E. Chaparral Rd., Suite 100, Scottsdale, Arizona 85250 877.2020.EDU Fax: 480.423.0213 [www.edgenuity.com](http://www.edgenuity.com)