Contract JMI-617-15 between BCPS and Promethean

Appendix contents:

Executed Statements of Work
Vendor Contacts and Ordering Instructions

All PEPPM orders should be faxed to PEPPM at 800-636-3779 or placed online through Epyon eCommerce. In the body of the purchase order, please include the following language: "As per PEPPM 2015"

Product Line: Promethean

Introduction

Promethean's aim is to unlock the potential of human achievement in education and training at all ages around the world. It does so by creating, developing, supplying and supporting leading-edge, interactive learning technology and by encouraging the growth of the world's largest online teacher community in this field. In these ways, Promethean is helping bring to life the promise of 21st century learning, improving engagement and results for learners and teachers alike.

Placing an Order via Fax:

1. Locate product and prices on PEPPM.org or through a sales representative.
2. Our posted PEPPM prices are for a quantity of 1. To obtain a quote for volume purchases (greater than quantity 1) please contact the Promethean Sales Contact or Reseller Sales Contact listed below for your state.
3. Address the order to:
   Promethean, Inc.
   Attn: Inside Sales
   1165 Sanctuary Pkwy, Suite 400
   Alpharetta, GA 30004

   Or if using resellers:

   Select one of the authorized resellers listed below and address the orders to:
   Promethean, Inc.
   c/o (Selected Reseller)
   Reseller's Address

4. All quotes and orders should state "As per PEPPM 2015."
5. Fax the completed order to 800-636-3779.
   a. Your order will be reviewed and edited by PEPPM Staff.
   b. You will be contacted to make any necessary corrections.
   c. Your order will be issued to the vendor within 24 hours during the business week after all (if any) corrections are made.
   d. Your order will be archived for audit support.
6. Standard shipping is included on all orders over $500.00.
**ClassFlow® Subscription and Professional Services Price Quote**

<table>
<thead>
<tr>
<th>SKU</th>
<th>Qty</th>
<th>Description</th>
<th>Term</th>
<th>Unit Price</th>
<th>Total Fee</th>
</tr>
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<tbody>
<tr>
<td>16,000*</td>
<td>ClassFlow Enterprise License</td>
<td>Year 1</td>
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<td>44,000*</td>
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<tr>
<td>92,000*</td>
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<tr>
<td>123,000</td>
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<tr>
<td>123,000</td>
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<td>$5</td>
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<tr>
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<td>ActivInspire</td>
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<td>11.25</td>
<td>67,500</td>
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<tr>
<td></td>
<td>Start up services - Implementation, Set up, and Integration services</td>
<td></td>
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<td>45,450</td>
<td></td>
</tr>
<tr>
<td>2.5**</td>
<td>Professional Development (See SOW)</td>
<td></td>
<td>100,000</td>
<td>250,000</td>
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</tr>
<tr>
<td>2.5**</td>
<td>Project Management (See SOW)</td>
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<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$2,227,950</td>
<td></td>
</tr>
</tbody>
</table>

- *Includes ClassFlow Enterprise License for all teachers throughout the district.
- User license quantity may increase up to 30% of the student population (61,000) for Year 1.
- User license quantity may increase up to 50% of the student population (65,000) for Year 2.
- User license quantity may increase up to 20% greater than the quantity set forth in the table (110,400) above for Year 3.
- **Full time on site PD for 30 months, Project Management 10 Months**
- ClassFlow license renewal fee after year 5 to be determined
- *Quote is based on the terms of Promethean's contract with School District*

To be invoiced and paid as follows:

<table>
<thead>
<tr>
<th>Five Year Term</th>
<th>Annual Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>442,950</td>
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<td>2,727,950</td>
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</tbody>
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All fees are (i) exclusive of any taxes associated with the purchase of the products and services set forth in this Price Quote; (ii) stated in United States Dollars; and must be paid in United States Dollars; and (iii) are due and payable thirty (30) days from the date of invoice.
License Term set forth herein shall begin thirty (30) days from the date set forth on invoice.

This Price Quote is subject to (1) the Classflow Subscription Terms and Conditions found at www.classflow.com/subscription-agreement; (2) the Classflow Terms of Service at www.classflow.com/terms-of-service; and (3) the Classflow Privacy Policy at www.classflow.com/privacy-policy. To the extent that this Price Quote includes Professional Services, it is subject to (a) the Classflow Professional Services Terms and Conditions at www.classflow.com/service-agreement and (b) the terms of any Statements of Work or other such Exhibits which are subsequently agreed between the parties.

Issuance of a Purchase Order from the Customer pursuant to this Price Quote or Customer’s acceptance of this Price Quote by an authorized signature below shall be deemed acceptance of (1-3) above and if applicable, shall be deemed acceptance of (a) and (b) above as well.

Notwithstanding any language to the contrary thereof, no terms or conditions stated in any purchase order or other order documentation submitted by the Customer shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Agreed and Accepted:

Customer:  
S. Dallas Dance, Ph.D.  
Printed Name: Superintendent  
Title:  
Date: 5-29-15

Promethean, Inc.:  
Allison G. Krause  
Printed Name: General Counsel  
Title:  
Date: June 1, 2015

APPROVED FOR LEGAL FORM AND SUFFICIENCY*  
(Approved by Attorney Attorney Authorized  
Superintendent of the Board  
of Education of Baltimore County)

OFFICE OF LAW  
*Approval of Legal Form and Sufficiency  
Does not Convey Approval or Disapproval  
Of the Substantive Nature of this Transaction.  
Approval is Based Upon Typeset Document-  
All Modifications Require Re-Approval.
# Promethean

**Address**

United States of America

**Created Date** 3/9/2016  
**Expiration Date** 4/8/2016  
**Quote Number** 00009020

**Prepared By** Tanya Hague  
**Email** tanya.hague@prometheanworld.com

**Bill To Name** BALTIMORE CO PUBLIC SCH DIST  
**Bill To** 8001 N Charles Street  
Building E  
Towson, MD 21204

**Ship To Name** BALTIMORE CO PUBLIC SCH DIST  
**Ship To** 8001 N Charles Street  
Baltimore, MD 21204  
United States of America

<table>
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<tr>
<th>Product Code</th>
<th>Product</th>
<th>Quantity</th>
<th>List Price</th>
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<td>CF-SCHOOLS</td>
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**Subtotal**  
USD 470,000.00

**Grand Total**  
USD 470,000.00

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**Year 2 ClassFlow Renewal**

**Payment Terms:** Net 30 days

To accept this quote, please sign below & submit purchase order along with Tax Exemption Certificate (if applicable)

Payment also accepted via wire transfer Payable to: Promethean Inc., JPMorgan Chase Bank N.A., ABA#: 021000021 Account No: 955660498.
Payment by check, mail to: Promethean Inc., 1165 Sanctuary Parkway, Ste 400, Alpharetta, CA 30009.

Questions concerning order submittal should be directed to **SOP.DirectOrders@prometheanworld.com**.

**NOTE:** Installation not included unless specifically quoted. Price quote does not include sales & or all other applicable taxes. Please refer to attached Terms and Conditions of Sale for further details.

**Authorized Signature:** [Signature] 3/15/16

## ClassFlow® Subscription and Professional Services Price Quote

<table>
<thead>
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<td><strong>$2,727,950</strong></td>
</tr>
</tbody>
</table>

* *Includes ClassFlow Enterprise License for ALL teachers throughout the district.
  - User license quantity may increase up to 60% of the student population (61,500) for year 1.
  - User license quantity may increase up to 50% of the student population (61,500) for year 2.
  - User license quantity may increase up to 20% greater than the quantity set forth in the table (110,000) above for Year 3.

** Full time onsite PG for 30 months; Project Management 30 Months

ClassFlow license renewal fee after year 3 to be determined

Quote is based on the terms of Promethean’s contract with PEPPM

To be invoiced and paid as follows:

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<th>Five Year Term - Annual Payments</th>
<th>FY 14/15</th>
<th>FY 15/16</th>
<th>FY 16/17</th>
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<th>FY 18/19</th>
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<td>442,950</td>
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<td>585,000</td>
<td>615,000</td>
<td>615,000</td>
</tr>
<tr>
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<td></td>
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<td></td>
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<td></td>
</tr>
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Promethean

ClassFlow® Subscription and Professional Services Renewal

Price Quote

<table>
<thead>
<tr>
<th>District: Baltimore County Public Schools</th>
<th>Promethean, Inc.</th>
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<tbody>
<tr>
<td>Prepared By: Fred Wolfe</td>
<td></td>
</tr>
<tr>
<td>Address: 6901 N Charles Street</td>
<td>Address: 1165 Sanctuary Parkway, Suite 400</td>
</tr>
<tr>
<td>Towson, MD 21204</td>
<td>Alpharetta, Georgia 30009</td>
</tr>
<tr>
<td>Phone: 614-362-1111</td>
<td>Email: <a href="mailto:Fred.wolfe@prometheanworld.com">Fred.wolfe@prometheanworld.com</a></td>
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Year 3 Classflow renewal with 6 months PD and Program Management services

<table>
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<tr>
<th>Product Code</th>
<th>Qty</th>
<th>Description</th>
<th>Term</th>
<th>Sales Price</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>CF-SCHOOLS</td>
<td>92.00</td>
<td>Classflow Schools</td>
<td>Year 3</td>
<td>$ 5,00</td>
<td>$ 460,000.00</td>
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<td>CF-PD</td>
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<td>$ 585,000.00</td>
</tr>
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</table>

Year 3 Classflow Renewal

Payment Terms: Net 30 days

To accept this quote, please sign below and submit purchase order along with Tax Exemption Certificate (if applicable)

Payment by check, remit to: Promethean Inc., 1165 Sanctuary Parkway, STE 400, Alpharetta, GA 30009

Questions concerning order submittal should be directed to SPO.DirectOrders@prometheanworld.com

Authorized Signature: [Signature]
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6. Standard shipping is included on all orders over $500.00.
ClassFlow® Subscription and Professional Services Price Quote

Customer Name: Baltimore County Public Schools
Representative: Mr. Lloyd Brown, Executive Director
Address: 605 Parkside Drive, Suite 210
Baltimore, MD 21222

Phone: 410-685-8882
Fax: 
Email: lloyd.brown@bcps.org

Promethean, Inc.
Representative: Scott Willett
Address: 1565 Symposium Parkway, Suite 400
Atlanta, GA 30305

Phone: 770-848-1870
Fax: 
Email: Scott.Willett@promethean.com
Promethean Price Term: Perpetual Two Year Price Quote Expires: February 6, 2015

<table>
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<tr>
<th>SKU</th>
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<th>Description</th>
<th>Term</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>16,000</td>
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<td>ClassFlow Enterprise License</td>
<td>Year 1</td>
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<td>80,000</td>
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<td>44,000</td>
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<td>ClassFlow Enterprise License</td>
<td>Year 2</td>
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<td>2.5**</td>
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<td></td>
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<td>Total</td>
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<td></td>
<td>$2,727,550</td>
</tr>
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* Includes ClassFlow Enterprise License for ALL teachers throughout the district.
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  - User license quantity may increase up to 20% greater than the quantity set forth in the table (110,400) shown for Year 3.

** For full time on site 90 for 30 months; Project Management 10 Months

Price Quote revenue for after year 5 to be determined.

Quote is based on the terms of Promethean's contract with MPR.

To be invoiced and paid as follows:

Five Year Term -  

| Annual Payments | 442,950 | 470,000 | 585,000 | 615,000 | 615,000 | 2,727,550 |

All fees are (i) exclusive of any taxes associated with the purchase of these products and services set forth in this Price Quote; (ii) stated in United States Dollars and must be paid in United States Dollars; and (iii) are due and payable thirty (30) days from the date of invoice.
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Agreed and Accepted:

[Signature]

S. Dallas Dance, M.D.

[Printed Name]

Superintendent

[Title]

5-29-15

[Date]

PREMOGEN, Inc.

[Signature]

Allison G. Krause

[Printed Name]

General Counsel

[Title]

June 1, 2015

[Date]

APPROVED FOR LEGAL FORM AND SUFFICIENCY

(Subject to Execution by a Duty Authorized Superintendent of the Board of Education of Baltimore County)

[Signature]

OFFICE OF LAW

*Approval of Legal Form and Sufficiency

Does not Convey Approval or Disapproval Of the Substantive Nature of this Transaction.

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- User license quantity may increase up to 20% greater than the quantity set forth in the table (310,400) above for Year 3.
- **Full-time on-site FTE for 30 months, Project Management 30 Months
- ClassFlow License renewal fee after year 5 to be determined
- Quote is based on the terms of Promethean's contract with MPEPA.

To be invoiced and paid as follows:

<table>
<thead>
<tr>
<th>Five Year Term - Annual Payments</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>FY 17-18</th>
<th>FY 18-19</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>492,950</td>
<td>470,000</td>
<td>585,000</td>
<td>615,000</td>
</tr>
<tr>
<td></td>
<td>2,727,950</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All fees are (i) exclusive of any taxes associated with the purchase of the products and services set forth in this Price Quote; (ii) stated in United States Dollars and must be paid in United States Dollars; and (iii) are due and payable thirty (30) days from the date of invoice.