



# Comply Agreement

## COMPLY

BY EDULINK

**PREPARED FOR:**

**Baldwin Whitehall School District**

Just **think**. In 1998, EduLink Inc. was inspired to **design** technology-based products and services to help make people's lives easier... to **create** a path of least resistance for clients to **perform** more efficiently and effectively. Our approach is based on **producing** a balance between the technology and the people who **implement** it every day. We welcome you to **explore** the possibilities we are presenting here so that you might **realize** how we can help you.

# Table of Contents - Agreement

**Overview ..... 3**

**Annual Licensing Fee ..... 3**

**Terms of Use for EduLink Inc. Websites ..... 3**

**Agreement and Authorization..... 8**

**About EduLink Inc. .... 9**

## Contact Us

**Should you have any questions regarding this agreement, please do not hesitate to contact Edulink.**



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## Agreement

This agreement dated as of March 3, 2021 (the "Effective Date") by and between the Baldwin Whitehall School District and EduLink Inc. ("EduLink") is for COMPLY, compliance software, to be used by Baldwin Whitehall School District to track and manage employee fulfillment of district requisites, state mandates, and other important compliance items. This agreement represents the licensing fee to access the system which Baldwin Whitehall School District agrees to pay to EduLink upon receipt of invoice. Any additional customization outside of the scope of this agreement will be included under a separate agreement and billed at EduLink's hourly rates.

All software, whether in object code or source code, associated with the EduLink web sites is the sole and exclusive property of EduLink. Copying, reverse engineering, decompiling or adapting the software, HTML or code that EduLink creates is strictly prohibited. All ownership and copyright of the software and any and all modifications to the software belong solely to EduLink.

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The user is prohibited from violating or attempting to violate the security of the software. Any user which EduLink Inc. determines has violated or attempted to violate the security of the software, may be subject to immediate suspension or termination of services without further notice.

By using the software, the user and the organization agree that in no event will EduLink Inc. be liable to the user, the organization or any third party for any loss or damage related from use or inability to use the software, as further set forth in the Terms of Use for EduLink Web Sites below.

## Annual Licensing Fee

Below is the licensing fee, which is due and payable upon receipt of invoice.

**Annual Licensing Fee: \$3,666**

**\*This Fee is based on (Act 48 Module Only)**

**\*\*Current Act 48 Credit Keeper Client**

## Terms of Use for EduLink Web Sites

**AGREEMENT BETWEEN USER AND EduLink.:** This Agreement supersedes and replaces the previous Act 48 Credit Keeper Agreement. This Web Site is comprised of various Web pages operated by EduLink. These Terms of Use shall apply to all websites owned and/or operated by EduLink. The EduLink Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the EduLink Web Site constitutes your agreement to all such terms, conditions, and notices.

**TERM OF AGREEMENT:** This agreement shall commence as of the Effective Date and continue for a period of one year (the "Initial Term"), and shall automatically renew for additional one year periods unless terminated by either party hereto (each a "Subsequent Year Term") upon written notice to the other party not less than thirty (30) days prior to the expiration of the Initial Term or Subsequent Year Term, as applicable. Any termination during the Initial Term or Subsequent Year Term shall be effective upon the expiration of the Initial Term or the Subsequent Year Term, as applicable.

**END USER AGREEMENT:** If you do not agree to the terms of this Agreement, do not use the Service.

EduLink, Inc. ("EduLink") grants you a revocable, non-exclusive, non-transferable, non-sublicensable limited license to access the Service, solely for the professional purposes set forth within the scope of your employment with your school District/Organization or organization (the "District/Organization"). You are granted the right to access the Service, and to upload and utilize any information obtained through the Service

(collectively, the "Information") strictly in accordance with the terms of this Agreement, the agreement between EduLink and your District/Organization, and any and all applicable laws.

You represent and warrant that the District/Organization has granted you the right to access the Service and to upload and utilize the Information. You agree not to, and will not permit or otherwise allow others to: sell, rent, license, distribute, transmit, host, outsource, disclose or commercially exploit the Service or any Information, or otherwise make the Service or any Information available to any third party. You agree to use reasonable efforts to enter all Information accurately and in a timely manner, not to present any Information in any unfair, misleading, or discriminatory format, and you agree to take reasonable security precautions to prevent unauthorized persons from gaining access to the Service or any Information.

You acknowledge that EduLink, in its sole discretion, reserves the right to modify, suspend or discontinue, temporarily or permanently, the Service, with or without notice and without liability to you. You further acknowledge and agree that no service can be deemed completely secure. There is a risk that unauthorized access or use, a compromise of our hardware or software, a failure of our hardware or software, human error, or a number of other factors may possibly compromise the security of your information.

The Service and the Information are provided to you "AS IS" without warranty of any kind. EduLink makes no warranties of any kind to you, express, implied or statutory (including, without limitation, timeliness, sequence, completeness, accuracy, freedom from interruption), or any implied warranties arising from trade usage, course of dealing, or course of performance, or the implied warranties of merchantability or fitness for a particular use or purpose.

Under no circumstances shall EduLink be liable to you or any other person for any direct, indirect, special, punitive, consequential, or incidental loss of any nature arising from any cause whatsoever, including, but not limited to, unavailability, interruption, or delay of the Service or the incompleteness or inaccuracy or any compromise of the Information, even if EduLink has been advised of the possibility of such damages.

Neither EduLink nor EduLink's third party information providers make any warranties of any kind, express, implied or statutory (including, without limitation, timeliness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, or course of performance, or the implied warranties of merchantability or fitness for a particular use or purpose and they shall have no liability for the accuracy of, the compromise of, or for any delays or omissions in, any of the information provided by them. Neither EduLink nor EduLink's third party information providers shall have any liability for any damages, whether direct or indirect, whether lost profits, indirect, special, or consequential damages of yours, or any other person seeking relief through you, even if EduLink and/or the third party information providers, as applicable, have been advised of the possibility of such damages.

You agree to indemnify and hold harmless EduLink and its employees, officers, directors, and other agents from any and all claims or losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by you with the terms and conditions of this Agreement; and (b) any third-party actions related to your use of the Service and/or receipt and use of the Information, whether authorized or unauthorized under the Agreement.

This Agreement shall remain in effect until terminated by you, your District/Organization or EduLink. EduLink or your District/Organization may suspend or terminate this Agreement with or without prior notice to you. This Agreement will terminate immediately, without prior notice to you, in the event you fail to comply with any provisions of this Agreement or otherwise are no longer authorized by your District/Organization to receive access to the Service. Upon termination of this Agreement, you shall cease all use of the Service and the Information.

NEITHER YOUR DISTRICT/ORGANIZATION NOR ANY OF ITS AGENTS MAY MODIFY OR WAIVE ANY TERM OF THIS AGREEMENT. ANY ATTEMPT TO MODIFY THIS AGREEMENT, EXCEPT BY EDULINK, IS VOID. No failure on the part of EduLink to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. If any of the provisions of this Agreement, or application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The terms of this Agreement apply to those obligations that shall survive any cancellation, termination, or rescission, including, without limitation, obligations relating to indemnification, limitation of liability, warranties, and disclaimers of warranties.

This Agreement shall be deemed to have been made in the United States in the Commonwealth of Pennsylvania, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the Commonwealth of Pennsylvania, without reference to principles of conflicts of laws thereof. You hereby consent to submit to the jurisdiction of the courts of or for the Commonwealth of Pennsylvania in connection with any action or proceeding instituted relating to this Agreement.

**MODIFICATION OF THESE TERMS OF USE:** EduLink reserves the right to change the terms, conditions, and notices under which the EduLink Web Site is offered. Any such changes will be posted in the Terms of Use at [edulinksolutions.com](http://edulinksolutions.com). EduLink encourages you to periodically review the EduLink Web Site for changes to the Terms of Use.

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**USE OF COMMUNICATION SERVICES:** The EduLink Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

**By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:**

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Knowingly or intentionally upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
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- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

EduLink has no obligation to monitor the Communication Services. However, EduLink reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. EduLink reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

EduLink reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in EduLink's sole discretion.

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**CONTACT INFORMATION:** EduLink welcomes your comments regarding these Terms of Use. You may contact EduLink at (724) 553-9354 or at [info@edulinksolutions.com](mailto:info@edulinksolutions.com)

## Agreement and Authorization

**IN WITNESS WHEREOF**, this agreement has been executed as of the date first above written by each party's duly authorized representative.

Baldwin Whitehall School District

Authorized Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Contact Information: (who will be the main point of contact for set up/training, etc.?)**

Name: Alison Misho

Address 1: 4900 Curry Road

Address 2: \_\_\_\_\_

City: Pittsburgh State: PA Zip: 15236

Email Address of Contact Person: amisho@bwschools.net

Phone Number of Contact Person: 412.884.6300 x7261

What Intermediate Unit is your district/school associated with? AIU

**Accounts Payable: (who should receive invoices?)**

Name: Mike Venesky

Phone: 412.884.6300 Email Address: mvenesky@bwschools.net

**EduLink, Inc.**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

8050 Rowan Road  
Suite 600  
Cranberry Twp, PA 16066  
Sales Representative: Patrick Farrell

**Referral:** Please let us know if someone referred you to EduLink!

Name: \_\_\_\_\_ District: \_\_\_\_\_







Email: \_\_\_\_\_



## About Edulink, Inc.

Since our very first software application was released in 1998, Edulink has been committed to creating professional software solutions for schools that are practical and easy to use. School districts, colleges and universities, intermediate units, charter and cyber schools that need a web application or have information (data) that they need to collect, track, and manage call on Edulink for help.

### Here's what we do...

-  **Teacher Evaluation Software**
-  **Compliance Software**
-  **Solutions for Managing Act 48  
Continuing Education Hours**
-  **Pre-Approval Request Software**
-  **Online Registration Systems**
-  **Learn more at [www.edulinksolutions.com](http://www.edulinksolutions.com)**

**Our strength lies in our ability to create professional web-based applications and data-management systems that are practical and easy to use.**

No matter how technical things may get, we always remember to think of the people that will be using our products and services. At Edulink, we offer a balance of non-technical and technical staff to our clients. If you are the person that will be using the software but are not necessarily tech-savvy, you certainly don't want to have too many conversations with computer programmers! On the other hand, if you are a technician, you probably will want to talk about the technology behind the software. This is the secret that has brought us our success. It is what we continue to focus on everyday with every new client.