



# Agreement

Prepared for

Plum Borough School  
District  
July 1, 2017

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 everyday. We welcome you to **explore** the possibilities we are presenting here so that you might **realize** how we can help you.



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## Contact Us

**Should you have any questions regarding this agreement, please do not hesitate to contact Dr. Reed Hankinson at EduLink.**

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## Agreement

This agreement dated as of \_\_\_\_\_ July 1st, 2017 (the "Effective Date") by and between the Plum Borough School District and EduLink Inc. ("EduLink") is for COMPLY, compliance software, to be used by Plum Borough 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 Plum Borough 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.

EduLink assumes no responsibility for any material that is input by others and not by EduLink. The user of the software acknowledges and agrees that the user is solely responsible for the content and accuracy of any and all information provided by the user. EduLink Inc. is not responsible for the content of any other web sites linked to the service. Any reference to a product, service, or other web site does not imply an endorsement of that product, service, or web site.

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: \$7,006**

**(This Fee is based on 500 users and reflects a 5% PA-EETEP Client Discount)**

## Terms of Use for EduLink Web Sites

**AGREEMENT BETWEEN USER AND EduLink.:** 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, truthfulness, 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, truthfulness, 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 these Terms of Use. EduLink encourages you to periodically review the EduLink Web Site for changes to the Terms of Use.

**LINKS TO THIRD PARTY SITES:** The EduLink Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not



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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.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- 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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There is also information about your computer hardware and software that is automatically collected by EduLink. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by EduLink for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the EduLink Web site.

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EduLink does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

EduLink keeps track of the Web sites and pages our customers visit within EduLink, in order to determine what EduLink services are the most popular. This data is used to deliver customized content and advertising within EduLink to customers whose behavior indicates that they are interested in a particular subject area.

EduLink Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on EduLink or the site; (b) protect and defend the rights or property of EduLink; and, (c) act under exigent circumstances to protect the personal safety of users of EduLink, or the public.

EduLink web sites are used by organizations to track and manage data; to take registrations for activities, events, classes, etc. Administrative users within these organizations have access to data that is entered into the system. Each organization operates independently from EduLink, and may have privacy and security policies wholly different from EduLink. Prior to entering information on an EduLink web site, EduLink encourages you to contact the organization and review the organization's privacy and security practices. EduLink bears no responsibility for the activities of any organization to whom EduLink may provide information.

Notwithstanding anything to the contrary herein, any material or information, personal or otherwise, may be transferred or assigned to (i) a purchaser of a majority of EduLink's equity interests (ii) a purchaser of all or substantially all of EduLink's assets or (iii) to any purchaser of the information or any of EduLink's assets arising from a bankruptcy or insolvency proceeding.

**USE OF COOKIES:** The EduLink Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize EduLink pages, or register with EduLink site or services, a cookie helps EduLink to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same EduLink Web site, the information you previously provided can be retrieved, so you can easily use the EduLink features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the EduLink services or Web sites you visit.

**SECURITY OF YOUR PERSONAL INFORMATION:** EduLink secures your personal information from unauthorized access, use or disclosure. EduLink secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

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

Plum Borough School District

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

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

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

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

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

Address 1: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address of Contact Person: \_\_\_\_\_

Phone Number of Contact Person: \_\_\_\_\_

What Intermediate Unit is your district/school associated with? \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EduLink, Inc.**

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

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

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

Cranberry Professional Park  
201 Smith Drive; Suite D1  
Cranberry Twp, PA 16066  
Sales Representative: Patrick Farrell

**Referral:** Please let us know if someone referred you to PA-ETEP software

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

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



## About EduLink Inc.

Since our very first software application was released in 1998, EduLink has been committed to creating professional web-based applications and data-management systems that are practical and easy to use. School districts, colleges and universities, intermediate units, educational agencies, municipalities, non-profit and for-profit businesses 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...

- ✦ Online registration systems
- ✦ Solutions for managing Act 48 continuing education hours
- ✦ Web portals with e-commerce capabilities
- ✦ Customized web-based solutions
- ✦ Employment / internship portals
- ✦ Pre-approval request systems
- ✦ Professional CMS websites
- ✦ Custom data-management systems

**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.

## Benefits of EduLink's Products and Services

- ✦ Streamline an existing registration or data collection process that is taxing to your staff
- ✦ Reduce the number of databases you use down to one centralized web based portal for easy access to all of your employees
- ✦ Eliminate the need to keep track of data offline in a paper-based system

## EduLink's Products and Services

### **Act48 Credit Keeper**

[www.act48creditkeeper.com](http://www.act48creditkeeper.com)

Act48 Credit Keeper is a secure, web-based data-management system that tracks, manages, and reports continuing education credits/hours of certified educators and Para educators in Pennsylvania.

Act 48 Credit Keeper enables a school district and the employees of that school district to record and submit all continuing education hours to the Pennsylvania Department of Education In-service programs and workshops conducted by your school can be credited to each employee in minutes! All information is entered and saved via a secure and confidential web site that is designed specifically for your school.

Data is seamlessly transferred directly to the Pennsylvania Department of Education. Endless hours of data entry by personnel departments are now reduced to minutes!

### **Act48 Hours**

[www.act48hours.com](http://www.act48hours.com)

Act48 Hours is a secure web-based data-management system that is tailored to the unique needs of colleges, universities and other providers of continuing education credits/hours. This website allows professional educators to request the submission of Act 48 hours/credits to the PA Department of Education Records Management Site.

### **My-Registrar**

[www.my-registrar.com](http://www.my-registrar.com)

My-Registrar is a customized web-based registration system. Using your colors, logos and identity, the My-Registrar application is tailored to match your organization's existing Web presence. Courses, activities and events are loaded into the My-Registrar database with fields that you define.

Once online, users can quickly and easily search your catalog of events, register for an upcoming activity, process payment and receive confirmation any time of day (24x7x365). The process is fully automated and allows for a seamless registration experience.

My-Registrar is customized to meet the specific needs of the following industries: Education & Training, Parks and Recreation Departments, and YMCA's.

### **My-Approval & Reimbursement**

My-Approval & Reimbursement is a powerful web-based system that is specifically designed to track and manage the approval and reimbursement process for external event requests. Requests can now be processed in minutes rather than days.

Teachers simply log on to the site and enter requests to attend professional development offerings that are outside of your district. Every detail can be submitted including expenses, cash advance requests, purpose, etc. The building principal (or whatever administrator is assigned to this teacher) receives an email regarding this request and can approve or disapprove the request from their mobile phone, iPad or any computer. Once approved, central administrators are

automatically notified and can approve or disapprove. The business office is also notified and involved in the process when requests include funding.

At each level, administrators can add notes, funding source information, etc. Teachers receive email notification of the approval (or disapproval) along with all notes and instructions.

With My-Approval & Reimbursement, your district's approval process is expedited and seamless. School district decision-makers can now respond quickly and effectively to each teacher's approval request.

To learn more, visit <http://www.edulinkinc.com/home/MyApprovalReimbursement.aspx>

## **Web Applications**

Since 1998, EduLink has been designing and building web-based applications for a wide variety of clients. EduLink provides both “off the shelf” data-management systems and “customized” systems. Our strength lies in our ability to create solutions that are practical, professional, and easy to use. Our goal is to build a sophisticated system that is intuitive and easy to navigate.

We strive to understand the needs of our client in order to develop a system that automates processes, tracks and reports critical data, and is customized to the unique needs of the client –ultimately saving them time and money. Once the beta system has been sufficiently tested and the system is in use, we continue to serve our clients by providing training and responding to unforeseen needs.

To learn more, visit <http://www.edulinkinc.com/home/WebApplications.aspx>

## Client List

Allegheny Intermediate Unit 3  
Allegheny Valley School District  
Ambridge Area School District  
Armstrong School District  
Avon Grove Charter school  
Beaver Valley Intermediate Unit  
Beaver Area School District  
Blackhawk School District  
Blairsville-Saltsburg School District  
BLaST Intermediate Unit  
Burrell School District  
Bradford Area School District  
Central Valley School District  
Clairton City School District  
CORO Center for Civic Leadership  
Deer Lakes School District  
Diocese of Altoona-Johnstown  
Drexel University  
Duquesne University  
East Stroudsburg University  
Elizabeth Forward School District  
Erie First Christian Academy  
Franklin Regional School District  
Gateway School District  
Glen Montessori School  
Hampton Township School District  
Holy Family Learning

Imani Education Circle  
La Salle College High School  
Lehigh Valley Charter School  
for the Performing Arts  
Lock Haven University  
Mansfield University  
Midwestern Intermediate Unit IV  
Mt. Lebanon School District  
Moon Area School District  
New Hope Academy  
Northeastern Educational Intermediate Unit  
Northgate School District  
North Hills School District  
Norwin School District  
Pan American Academy Charter School  
PA Cyber Charter School  
PA Leadership Charter School  
Pennsylvania Department of Health  
Pittsburgh Public Schools  
School District of Philadelphia  
Shaler Area School District  
Town of Wake Forest  
Township of Warminster  
West Chester University  
Westmoreland Intermediate Unit  
Wilkinsburg School District  
Woodland Hills School District