



## Zearn School Account & On-Demand PD Agreement

This Zearn School Account & On-Demand PD Agreement ("Agreement") is between Zearn and CHESTER UNION FREE SCHOOL DIST ("Account Holder") in New York for the 2023-2024 school year. Agreement is effective on the date this contract is signed and outlines the terms and conditions under which Account Holder may use the services and materials (described below).

### 1. Covered Schools and Services

Zearn will provide School Account Services and On-Demand Professional Development access to the following school(s):

School Name	Products
CHESTER ELEMENTARY SCHOOL	School Account

### 2. Service Period, Fee & Cancellation Policy

The Zearn School Account and On-Demand Professional Development subscription period for the 2023-2024 school year begins on the day this agreement is signed, and runs through June 30, 2024. The total fee associated with the provided services listed above is \$2,500.00. Once this Agreement is signed, the Account Holder is responsible for full payment. Payment is nonrefundable. Account Holder will receive an invoice in July 2023, unless an invoice is requested sooner, and payment is due within 30 days of the invoice date.

For those Account Holders who have purchased On-Demand Professional Development, this Agreement gives teachers and administrators at the above-mentioned schools a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

### 3. Terms of Service

This Agreement is subject to the attached Terms of Service. In the event of any inconsistency between this Agreement, including the Terms of Service, and any other written agreement entered into between Zearn and Account Holder, this Agreement will control.

### 4. Signature Authorization

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.



## Zearn School Account & On-Demand PD Agreement

### For Account Holder:

Name Ed Spence  
Title Director of Tech+ Data Mgmt

Signature [Signature]  
Date 6/9/23

### For Zearn:

Name Shaline Sharma  
Title Chief Executive Officer

Signature [Signature]  
Date 02/15/2023