

## Terms & Conditions – Pre-AP Professional Learning Order Form

By acquiring College Board’s Pre-AP Professional Learning, you (“Client” or “You”) accept the terms of this order form (this “Agreement”). If Client subscribes to Pre-AP Professional Learning pursuant to a separate written contract with the College Board (“CRS Agreement”), the terms of the separate written CRS Agreement between the College Board and Client for Pre-AP Professional Learning supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

**Pre-AP Professional Learning Orders.** To request Pre-AP Professional Learning (“Services”), Client must submit via email this signed Agreement to College Board at least sixty (60) days prior to the start date of in-person Service, or forty-five (45) days prior to the start date of virtual Service. College Board must receive Client’s payment via purchase order, check, or credit card at least thirty (30) days prior to the start date of the Service. If Client does not timely provide each of the foregoing, College Board has no obligation to provide the Service.

**Products.** For certain Services, College Board shall furnish professional learning materials (“Products”). Client acknowledges and agrees that College Board shall be responsible for coordinating, shipping, and handling of the Products, as long as Client provides shipping information, contact name and phone number when submitting this Agreement.

**Client Obligations.** Client is responsible for confirming that the duration, scope, and dates of the Services are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements. Client shall choose its teachers and educators to participate in each Service; provided, however, Client is prohibited from selling seats to teachers and educators who do not work for Client to any Service.

**Pre-AP Course Enrollment.** Client is responsible for enrolling all schools represented in the related Pre-AP course prior to the first day of the Workshop. The College Board shall not be responsible for any problems, issues, or effectiveness of the Services based on Client’s failure to complete enrollment on a timely basis.

**Fees and Payment.** Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board’s corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client’s corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

**Costs Excluded from Fees.** The fees do not cover the following costs associated with Services: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Client personnel, and other on-site or off-site transportation expenses and lodging for participants. Client shall be responsible for and pay directly the costs not covered by the fees.

**Rescheduling and Cancellation Costs.** In addition to the full cost of the Service, for Services cancelled or rescheduled less than thirty (30) days prior to the first day of in-person Services, or seven (7) days prior to the first day of virtual Services, Client shall pay College Board a fee equal to 50% of the full cost of the Service. These fees apply to all Services in this Agreement, regardless of whether Client has received any discounts. College Board retains the right, in its sole discretion, to apply these fees for rescheduling requests.

**Late Fee.** If Client does not provide a purchase order, check, or credit card payment for processing in addition to all of the required information outlined in the Service Checklist below at least thirty (30) days in advance of the first day of a scheduled Service, Client shall be subject to a late fee of 40% of the cost of Service.

**Expedited Service Request Planning Fee.** If Client places an order for an in-person Service less than sixty (60) in advance, or a virtual Service less than thirty (30) days in advance, Client shall be subject to an expedited planning fee of 40% of the cost of the Service. For expedited requests, Client must provide a purchase order, check, or credit card payment for processing in addition to all of the required information outlined in the Service Checklist by the applicable due dates. These fees apply to all Services in this Agreement, regardless of whether Client has received any discounts. If Client requests an expedited Service, Client will only be charged the 40% expedited planning fee and will not be charged an additional fee for a late payment if Client submits the payment (i) by the payment deadline, or (ii) if less than thirty (30) days prior to the first day of Service, with a signed copy of this Agreement.

College Board will not approve in-person Services requested less than twenty-one (21) days prior to the first day of the Service or virtual Service requested less than fourteen (14) days prior to the first day of the Service.

**Participant Fee.** If the number of participants present at the Service exceeds the maximum 28 participants, Client is subject to a fee of up to 20% of the total cost of the Services, and College Board reserves the right to decline furnishing the Services. This fee applies to all Services in this Agreement, regardless of whether Client has received any discounts.

**Force Majeure.** Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, epidemic, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

**Entire Agreement.** This Agreement, including the associated purchase order and any counterparts, is the full and entire agreement and supersedes any prior agreements between the parties relating to the subject matter hereof.

**Service Checklist.** Client will collect and provide College Board with the implementation information (“Implementation Information”) below via this Agreement at least thirty (30) days prior to the first day of the Service, or upon execution of this Agreement if College Board is offering an expedited Service:

- **District Information.** District contact information, District Service Coordinator, District contract signatory, number of participating middle schools, and/or number of participating high schools.
- **School Information.** School contact information, principal contact information, School Service coordinator, and where applicable, information technology contact information.
- **Service Site.** Venue address to host the Services, which includes a meeting room and where applicable, audio-visual equipment.
- **Pre-AP Course Audit Approval.** Client is responsible for ensuring all participants have enrolled in Pre-AP Course Audit and been approved by their school’s designated Pre-AP Course Audit Administrator prior to the first day of the Service. College Board shall not be responsible for any problems, issues, or effectiveness of the Services based on Client’s failure to complete Course Audit Approvals on a timely basis.
- **Virtual Participant Information.** Client shall provide participants with registration information provided by College Board, so that participants are able to register and access College Board’s virtual meeting platform for the Service. The number of participants may not exceed the maximum outlined in this Agreement, or Client will be subject to the Participant Fee outlined above. Virtual Services are not recorded for use by Client or College Board after the Service.
- **In-Person Participant Information.** The number of participants, and their subject and grade levels. Client agrees that College Board may rely on such list in determining the number of materials and consultants provided by College Board to Client at such Service. The number of participants may not exceed the maximum outlined in this Agreement, or Client will be subject to the Participant Fee outlined above.
- **Designation of Service Coordinator.** Client shall designate a Service coordinator who shall be College Board’s principal contact and shall assist in the organization and training.
- **Information Technology Contact.** Client shall designate and shall cause each School to designate an information technology contact. Client information technology contact and the School Information Technology Contact shall address any technical issues that may arise in the course of the Service.
- **Network Access and Internet Connectivity.** Client will ensure network access and Internet connectivity during the Service for the facilitator and participants and will require Client Information Technology Contact or another appropriate staff person to be available during the Services to assist in the maintenance of such network access and Internet connectivity.
- **Accommodations and Instruments.** Client shall furnish service space, instruments such as projectors, chairs and desks, and whiteboards as necessary for in-person Services, and any food or refreshments Client wishes to have onsite. All virtual participants will need to have access to an individual device that can connect to the internet.

College Board reserves the right to change the Implementation Information at any time. In the event College Board does not timely receive the Implementation Information required, College Board reserves the right to decline furnishing the Services. If College Board agrees to furnish Services

without complete Implementation Information, then College Board shall not be responsible if Client believes it has received incomplete or ineffective Services.

If this Agreement includes any complimentary Services, Client may not make any substitutions.

**General Disclaimer.** College Board HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, CLIENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT.

**Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), service materials, Products, CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights ("College Board Intellectual Property") are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client. Copying, disseminating, or posting any College Board Intellectual Property on an internal or external website, including social media sites, is a breach of this Agreement.