

E-7



**Solution Tree Purchasing Agreement**

Effective November 28, 2016, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Township of Union Public Schools ("Customer") located at 2369 Morris Avenue., Union, NJ 07083 agree as follows:

**1. Product Summary**

**1.1. Products:** Customer shall purchase the following Solution Tree products and services ("Products"). Any additional Products may be added to this Agreement by a written Addendum signed by both parties.

Product	QTY		Amount
Global PD Library	140	\$70.00	\$9,800.00

**2. Global PD**

**2.1. Subscription:** Solution Tree grants Customer and the educators and administrators enrolled in the district(s) and school(s) listed in Exhibit A hereto (collectively, "Users") a limited, non-exclusive, terminable, non-transferable subscription to access Global PD via the website currently at <http://globalpd.com/>, or by any other means on which the parties may agree, and to use Global PD in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.

**2.2. Subscription Term:** The subscription term will be one year, and will start upon execution of contract and receipt of Purchase Order.

**2.3. Renewal:** If Customer decides to renew all of the above Global PD subscription services for a second year, Solution Tree agrees to not raise the above total subscription fee by more than 10%. Any renewal will be the subject of a separate agreement.

**3. Payment Terms**

**3.1. Invoicing and Purchase Orders:** Upon execution of this Agreement, CUSTOMER WILL PROVIDE SOLUTION TREE WITH A PURCHASE ORDER FOR THE FULL AMOUNT DUE UNDER THIS AGREEMENT. Solution Tree will invoice Customer off of this purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
GlobalPD	\$9,800.00	Upon execution of contract

**4. General Terms**

**4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement, and that no materials will be



developed specifically for Customer. Solution Tree shall retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree.

**4.2. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order within 30 days of the effective date of this Agreement.

**4.2.1. Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <http://www.solution-tree.com/customer-service/product-orders>.

**4.3. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform shall not have any liability to the other party for the prevented performance. All obligations unaffected by such an event shall remain in place.

**4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver or any provision of this Agreement or of any subsequent default of breach of the same or a different kind.

**4.5. Offer Valid:** The pricing set forth in this Agreement shall be valid for 14 days from the effective date listed above.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

_____	_____	_____	_____
Gerald Benaquista	Date	Chris Morgan	Date
Assistant Superintendent		Vice President, Technology	
Township of Union Public Schools		Solution Tree, Inc.	

Please fax or email this agreement to: Paul Breda  
Fax: (812) 961-4696  
Email: [paul.breda@SolutionTree.com](mailto:paul.breda@SolutionTree.com)



Solution Tree

**CONTACT INFORMATION**

Please provide the following information:

**Who will be the contact person for the work?**

Contact: Gerald Benaquista  
Title: Assistant Superintendent  
Phone: (908) 851-6403  
E-mail: gbenaquista@twpunionschools.org  
Cell #: \_\_\_\_\_  
Fax: 908.851.9688

**Who will receive and pay the invoices?**

Contact: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Fax: \_\_\_\_\_