EDUCATIONAL SERVICES AGREEMENT

Background

This is an Educational Services Agreement between **Rapid Learning a BTS Company** (hereinafter, "RLI"), and **Tulsa County** (hereinafter, "Subscriber").

RLI provides advanced skills training in the critical fields of sales and leadership, using innovative Rapid Learning® Modules, customized QuickTake™ plans, and effective assessment methods. Subscriber wishes to obtain RLI's products and services, and RLI wishes to provide them, pursuant to the terms and conditions set forth below. Therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties make this Educational Services Agreement (hereinafter, "Agreement")

Terms

1. **Term.** Subject to annual fiscal appropriations, this Agreement shall be in effect for a period of 1 year, beginning on December 2, 2020, and ending on December 2, 2021 (hereinafter, "Term"), unless extended by mutual agreement of both parties.

2. **Products.** During the Term Subscriber will have licensed access to the Rapid Learning® System, Modules, Fast Read™ articles, assessment tools, and support resources specified in the attached Schedule 2, which is incorporated by reference (hereinafter, "Products").

3. **License Rights.** Each license will grant a single, **designated employee** of Subscriber an exclusive individual right, using a discrete username and password, to access the Rapid Learning® System, Modules, Fast Read™ articles, assessment tools, and support resources specified in the attached Schedule 2 as often as desired, on a 24/7/365 basis; will be non-transferrable except upon RLI's advance written approval; and will terminate upon the expiration or any earlier termination of this Agreement.

4. **Fees.** Subscriber shall pay the fees set forth in Schedule 2, according to the payment terms specified therein.

5. **Support.** During the Term an RLI Client Success Manager will be assigned to Subscriber, who will provide initial assistance with strategic planning and implementation, and periodic recommendations and assessments. RLI will additionally provide technical support on an as-needed basis, during customary business hours.

6. **Change Orders.** Subscriber may obtain additional licenses, or the parties may change other terms of this Agreement, by entering into an amendment signed by both parties.

7. **Intellectual Property.** Subscriber acknowledges that RLI owns the copyrights to all of the Products, and that the Products are presently and shall at all times remain solely RLI's intellectual property. Nothing in this agreement is intended to, or shall be construed to, grant Subscriber or any of its employees any rights in or to the Products other than the specific, time-limited license rights specified herein.

   No portion of any Product may be copied or disseminated in any manner without RLI's prior written consent. Subscriber may not sub-license any license granted by RLI. Subscriber shall take all reasonable measures to limit access to any RLI Products that may be installed on Subscriber's learning management systems to the designated employees authorized by this Agreement. Upon termination, Subscriber shall promptly return all digital or physical copies of any Products RLI may have provided to it and/or its employees, and certify in writing to RLI that it has done so.

8. **Confidentiality.** Subscriber acknowledges that in the course of its interactions with RLI it may acquire proprietary information from or about RLI which is not known or available to the general public, including without limitation trade secrets or information that has been identified as proprietary or which under the circumstances should reasonably be understood as being confidential (hereinafter, "Confidential Information").

   Subscriber shall not use any Confidential Information it may obtain other than for purposes permitted by this Agreement; shall take all reasonable measures to assure that its employees do the same; and shall not disclose, publish, or otherwise reveal any Confidential Information to any other party unless required to do so pursuant to 51 O.S. 24A.1, et seq, the Oklahoma Open Records Act ("Act"). In the event that Subscriber is required to disclose any Confidential Information as a result of a court or governmental order, or as Required by the act, may notify RLI in writing before making any such disclosure.

   The parties specifically agree that the confidentiality obligations set forth above shall survive any expiration or termination of this Agreement.

9. **Logos.** Each party hereby grants the other a non-exclusive license, during the Term, to display the grantor's name, company logo and product logo(s), if any, on its Web site(s) and in any marketing materials.

10. **Assignment.** This Agreement is not assignable by Subscriber without the prior written consent of RLI.

11. **Warranty & Indemnification.** RLI warrants that it has the legal right to license the Products as provided by this Agreement. RLI shall indemnify, defend, and hold Subscriber harmless from and against any and all loss, liability, or expense, including without limitation reasonable attorney's fees, arising or resulting from any claim that Subscriber's use of Products in accordance with the terms of this Agreement violates any third party's intellectual property rights (hereinafter, "IP Claim").

12. **Default.** If Subscriber fails to make any required payment within thirty days of its specified due date, it shall be in default, whereupon RLI may rescind its licenses, declare this agreement terminated, and avail itself of any applicable rights in law or equity. In the event that Subscriber cancels prior to the end of a multi-year Term, it shall pay RLI, within 45 days, all monies owed for the full value of the multi-year Agreement, including any service and maintenance charges. If Subscriber permits any of the Products to be accessed by anyone other than its designated employees, it shall be in default, whereupon RLI shall have all rights and remedies provided in law and equity, including without limitation the right to obtain immediate injunctive relief.

   If RLI fails to provide any of the specified Products or services and has not cured that default within ten days of receipt of written notice from Subscriber, Subscriber shall be entitled to a pro-rata rebate.

13. **No Waivers.** No waiver of any breach of this Agreement shall be construed to be a continuing waiver or consent to any other breach.

14. **Notices.** Any notice required by this Agreement shall be delivered in writing to the recipient at its address set forth below:

RLI: Stephen J. Meyer, CEO
        Rapid Learning a BTS Company
        435 Devon Park Drive, Suite 510
        Wayne, PA 19087

                                        Accounts Payable Contact:

Admin: Name__Toni Kizer_____
        Stan Sallee
        Tulsa County   Phone____918/596-5839_____
        218 E. 6th St.
        Tulsa, OK 74119

15. **Merger.** This Agreement and all duly-executed Schedules constitutes the complete intention and understanding of the parties. Any modification must be in writing and signed by the parties.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of Oklahoma and shall be deemed to have been executed by RLI at its business office in Wayne, Pennsylvania. Any litigation involving the Agreement shall be brought only in the courts located in Tulsa County, Oklahoma. Each party specifically consents to the exclusive jurisdiction of those courts, waives any forum non conveniens or other jurisdictional or venue objections, and agrees to accept service of process by mail.

17. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be severed and all remaining provisions shall be enforced.

18. **Binding Effect.** This Agreement shall be binding upon the parties, their successors and assigns. Nothing in this Agreement is intended to, or shall be construed to, confer any rights or remedies upon any person or entity other than the parties.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures in counterparts delivered via email or facsimile shall be treated for all purposes as original signatures and be admissible into evidence as the original signature of the person who signed it.

20. **Signatures**. Each person who signs below, on this 6th day of January, 2021, acknowledges that he or she understands this document, has had the opportunity to consult with independent legal counsel prior to signing it, is authorized to sign it, and signs it with the intention that its terms be legally binding.

Tulsa County
_____
(Company)

_____
(Authorized Signature)

Stan Sallee
_____
(Print or Type Name of Signatory)

Chairperson, Board of County Commissioners of the County of Tulsa
_____
(Title)

Attest: _____

Approved as to form:

James G. Rea   Digitally signed by James G. Rea
              Date: 2021.01.07 09:50:11 -06'00'
_____
Assistant District Attorney

Rapid Learning a BTS Company
_____
(Company)

_____
(Authorized Signature)

Stephen Meyer
_____
(Print or Type Name of Signatory)

Managing Director
_____
(Title)

SCHEDULE 2

Products, Licenses, and Fees

Rapid Learning Center	# of Seats	Price per	Total Payment
Sales			
Leadership			
Employment Law			
Compliance & Management	1	$2,000	$2,000
Total	**1**	**$2,000**	**$2,000**

Term: Subject to annual fiscal appropriations 1 Year

Start Date: December 2, 2020   **End Date:** December 2, 2021

Payment Terms: Yearly

1ˢᵗ Payment Due: Due upon receipt of invoice.

Additional Terms
☒ Scheduled account activity reviews with a Client Success Manager
☒ Customer and technical support as needed during normal business hours
☒ Full library of fast-read articles including new articles posted to the learning center
☒ Assistance in identifying Modules applicable to the program
☒ Access to the Assessment tool if needed that can aid in mapping content and gauging effectiveness of training
☒ Access to all Support materials for each Module including discussion guides, quizzes, summary sheet, personal action plan