



ORDER RENEWAL FORM AND AGREEMENT

Online: Site Licenses

PROGRAM: NATIONAL | PRODUCT: WORKKEYS CURRICULUM | AUDIENCE: TESTING STAFF

Order form and agreement: Complete this form to renew ACT® WorkKeys® Curriculum online site licenses. Return completed form to ACTCareerCurriculum@act.org.

Contact Information

Jackson County School District _____
Organization Name

Elizabeth Bonilla _____
Contact Name

228-283-3720 _____
Contact Phone

ebj3193@jcsd.ms _____
Contact Email

Order

Complete the empty fields in the Site License Order Renewal table on the next page to renew one-year site licenses for authorized locations.

Ordering paper workbooks: With this license you can order the paper workbooks of the courses in the WorkKeys Curriculum aligned to the ACT® WorkKeys® National Career Readiness Certificate™ (NCRC™). Separate fees apply. See the WorkKeys Curriculum Knowledge Hub for the *WorkKeys Curriculum Paper Ordering* video and the *Create a CCRIS ACT Account* article:
<https://success.act.org/s/topic/0TO1B000000UBjQWAW/act-workkeys-curriculum>

Notes:

- Licenses purchased after August 31, 2026 will be at prevailing rates.
- Price-per-site amounts are due and payable on or before the date thirty (30) days from the date of the invoice from ACT, together with any applicable state and local sales tax. For sales tax and payment information, refer to <http://www.act.org/orderinfo>.

Billing

(All fields are required unless noted.)

Jackson County School District _____
Bill to Organization Name (herein "Customer")

Sarah Taylor _____
Attention

ACT Customer Number (if known; not required)

12424 Hwy 57 _____
Address

Vanceleave _____
City

Mississippi _____ 39565 _____
State ZIP

Customer PO (only if Customer policy requires)

228-283-3720 _____
Customer Phone

stj1302@jcsd.ms _____
Customer Email

Site License Order Renewal Table

For each site listed below, place an X under the selected option.

Authorized Location	Only WorkKeys NCRC-aligned courses 04200120FE \$1,750	Only WorkKeys NCRC-aligned courses with Essential Skills courses 04200120FE 04200320FE \$2,500	All WorkKeys- aligned courses 04200220FE \$2,250	All WorkKeys- aligned courses with Essential Skills courses 04200220FE 04200320FE \$3,000
KT-015280; Vancleave High School, 12424 Highway 57, Vancleave, MS 39565-8608	X			

Agreement

To accept the terms of this Agreement, return all pages of this completed and signed Agreement (INCLUDING *Terms and Conditions*), defined herein, with tax exempt certificate, if applicable, by email to ACTCareerCurriculum@act.org.

The Customer's named representative signing this ACT WorkKeys Curriculum Agreement, and agreeing to the *Terms and Conditions*, represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is(are) authorized to do so. By signing this Agreement, Customer acknowledges receipt of the *Terms and Conditions—ACT WorkKeys Curriculum Products*.

This Agreement is made subject to, and is governed by the *Terms and Conditions* incorporated herein by this reference. The Agreement is hereby agreed to by Customer as of the date signed below.

Authorized Customer Signature

Date

Printed Name

Title



Terms and Conditions – ACT WorkKeys Curriculum Products

Customer desires to purchase and ACT Education Corp. ("ACT") desires to provide, a license to the products and services ("ACT WorkKeys Curriculum Products") identified as Licensed Products on the ACT WorkKeys Curriculum Order Form to which these Terms and Conditions are attached. In consideration of the foregoing, ACT and the Customer, intending to be legally bound, agree that the following Terms and Conditions govern ACT's past, current and contemplated delivery of Licensed Products:

1. **Definitions.** The following terms used herein have the meanings set forth on the ACT WorkKeys Curriculum Order Form and in these Terms and Conditions.

"**Agreement**" means these Terms and Conditions and the ACT WorkKeys® Curriculum Order Form to which these Terms and Conditions are attached, and any applicable individual terms of use presented in connection with accessing the Licensed Product, and expressly excludes any contrary terms, conditions or provisions reflected in any Customer purchase order or similar document. This Agreement supersedes any prior agreement, oral or written, between the parties with respect to the Licensed Products.

"**Licensed Product(s)**" means the ACT WorkKeys Curriculum Products identified as being licensed on the ACT WorkKeys Curriculum Order Form and any related manuals and materials. Bundle of three (3) paper workbooks includes workbooks for Applied Math, Graphic Literacy, and Workplace Documents aligned courses. A facilitator guide is included for every 25 bundles of paper workbooks ordered.

"**Authorized Users**" means Customer-authorized students, employees or similar constituents of the Customer who are (a) attending, (b) employed at, or (c) physically utilizing a Licensed Product at, in each case in person, an Authorized Location.

"**Authorized Locations**" means those specific school, campus, Customer facilities or other identified training or administrative sites or locations identified as such on the ACT WorkKeys Curriculum Order Form.

2. **Term.** This Agreement shall become effective on the date Customer signs the Order Form and Agreement. All licenses for the Licensed Product ordered pursuant to this Agreement shall terminate at the calendar-quarter end (March 31, June 30, September 30, December 31) that follows the one-year anniversary of the Authorized Customer Signature date. By way of example, the Term of an Order Form and Agreement signed on April 25, 2025 will expire on June 30, 2026. This agreement shall only be for the current school year to which the agreement applies and shall not be automatically renewed.

3. **Ownership of Materials.** ACT owns or has license rights in and to all Licensed Products (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Licensed Products), the accompanying printed materials, all associated intellectual property rights, including any and all derivatives or modifications created during the term of this Agreement, and any copies of the Licensed Products. All rights not specifically granted under this Agreement are reserved by ACT. ACT owns the trademark "ACT WorkKeys Curriculum." Customer does not acquire any right, title, or interest in or to any Licensed Product, any rights in patents and copyrights applicable thereto, or any right, title or interest in or to the trademark "ACT WorkKeys Curriculum." Customer shall not use the trademark "ACT WorkKeys Curriculum" without the prior written consent of ACT. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the Licensed Products. Customer acknowledges and agrees that the Licensed Products are not sold to Customer. Customer shall not (and shall not assist or permit any third party to): (i) seek to register or protect, anywhere in the world, the Licensed Products (or seek to register or protect any designation confusingly similar to the Licensed Products; or (ii) challenge ACT's ownership in or the validity of the Licensed Products. Customer shall promptly notify ACT, in writing, of any known, threatened, or suspected infringement or unauthorized use of the Licensed Products by any third party. Customer's rights to the Licensed Products expressly terminate upon the termination of this Agreement. Customer may not sell, provide access to, or otherwise transfer Licensed Products to any other person; provided, however, that Customer may provide the Licensed Products to its Authorized Locations, and Authorized Users solely for testing and interpretation purposes consistent with the terms of this Agreement and any related agreement for the use of the Licensed Products.

4. **Grant and Scope of License.** Subject to the terms and conditions of this Agreement, ACT grants to the Customer a non-exclusive and non-transferable right during the Term of this Agreement to (a) access the Licensed Product solely for personal and non-commercial use, (b) administer the Licensed Products to Authorized Users, (c) resell the Licensed Products to Authorized Users (as applicable), and (d) use the ACT Materials in connection with the authorized use of the Licensed Products. Customer may administer the Licensed Products at Authorized Locations, provided Customer abides



by the terms and conditions set forth in this Agreement. ACT will support Customer in its use of the Licensed Products for the purpose of skill remediation for, and training of, the Authorized Users at the Authorized Locations (provided that, Authorized Users also may be allowed online-only access to Licensed Products from locations other than Authorized Locations). A bundle of three (3) paper workbooks for the NCRC-aligned courses may be ordered on an as-needed basis. The Licensed Products, including any embedded quizzes, tests and reports are in no way intended as a high-stakes assessment or as a replacement for assessments such as the WorkKeys® assessments, certifications such as the National Career Readiness Certificate ("NCRC"), or Customer's own records used for any remuneration of Authorized Users. Each Licensed Product made available under this Agreement is licensed, not sold.

5. Customer Actions and Required Information. Customer is responsible for the following:

- a. **Primary Contact.** Customer must appoint a single point of contact.
- b. **System Requirements.** Customer is responsible for verifying that Authorized Locations and Authorized Users access the Licensed Products through devices that meet the minimum hardware and software requirements published by ACT. The current system requirements are available at <http://www.act.org/content/act/en/products-and-services/workkeys-for-educators/curriculum.html>, as may be updated from time to time.
- c. **Access.** Customer must control the use of the Licensed Products and ensure that only Authorized Users are provided access. Customer will ensure that Designated Personnel, Authorized Locations, and Authorized Users use the Licensed Products in conformance with its related manuals published by ACT, as may be updated from time to time. Customer agrees to fully cooperate with ACT in the event of any concern related to an Authorized User's use of the Licensed Products.

6. Payment. Customer agrees to pay ACT the Price per Site for the Total Number of Sites for which Customer orders licenses of the applicable Licensed Product, as indicated on the first page of the Order Form and Agreement, together with any applicable state and local sales tax. For sales tax and payment information, refer to <http://www.act.org/orderinfo>. Customer shall make all payments within thirty (30) days of receipt of an invoice from ACT. Customer will pay a service fee of one percent (1%) per month, or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement. Please note that ACT may place your order on hold for issues related to credit or outstanding invoices. All invoices shall be sent to the "Bill-To" address identified by Customer on the Order Form. Customer warrants and represents that the Bill-To entity and address identified in the Enrollment Form is responsible for making payment on Customer's account. To the extent the Bill-To address/entity identified in the Order Form fails to make payment, ACT shall send the invoice to Customer's address and Customer shall be obligated to make payment immediately. Customer shall be responsible for any sales, use, or other taxes due as a result of any fees paid to ACT under this Agreement, unless Customer is exempt from tax as evidenced by a valid tax exemption certificate provided to ACT. Customer shall promptly provide ACT with Customer required purchase order, as applicable, prior to the scheduled delivery of the Licensed Products.

7. Confidentiality. Customer agrees that neither it nor its employees shall at any time, either directly or indirectly, publish, display or otherwise disclose to any person, organization, or entity in any manner whatsoever any ACT Materials, except as strictly necessary for Customer to use the ACT Materials as part of the Licensed Products provided hereunder. All ACT Materials are and shall remain the property of ACT notwithstanding the subsequent termination of this Agreement. Customer shall not store and must return any unused Licensed Products (and all copies, if any) in accordance with ACT's policies and procedures. In the event Customer receives a Freedom of Information Act, public record, or open record request for any confidential information covered by this Agreement, Customer agrees to immediately notify ACT of such request in writing. Customer shall immediately notify ACT in writing in the event of any unauthorized use or disclosure of the ACT Materials and assist in remedying such unauthorized use or disclosure, as requested by ACT (which shall not limit other remedies of ACT as provided in this Agreement or by applicable law). Customer acknowledges and agrees that damages may not be adequate to compensate for the breach of this section and accordingly, Customer agrees that, in addition to any and all other remedies available, ACT is entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations described in this section.

8. Data. The parties acknowledge and agree that ACT may use and disclose the data collected from Customer's use of the Licensed Products, as set forth in ACT's Privacy Policy, available at www.act.org/privacy, as amended from time to time.

9. U.S. Government Licensees. Licensed Products are "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire only those limited rights in and to the Licensed Products as are set forth herein.



10. Updates and Modifications. The Licensed Products may be modified or updated from time to time at ACT's sole discretion. ACT shall make such modifications and updates available to Customer as they are developed. ACT reserves the right to charge a fee for any new functionalities available through the revised Licensed Products. To the extent that modifications or updates require revised computer configuration, Customer shall provide such hardware or software that meets the revised computer configuration requirements for the revised Licensed Products within the time frame set forth in a written (including electronic) notice from ACT detailing the timeframe of such modification or update and the revised computer configuration requirements.

11. Computer Requirements, Compatible Platforms and Hardware, and System Maintenance. Customer acknowledges and agrees that the computer configuration requirements are required to properly access and use the Licensed Products and that ACT shall have no liability for matters relating to the failure to comply with these computer requirements. ACT may, in its sole discretion, revise these configuration requirements from time to time. Customer is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software, network configurations, and other items required to use and access the Licensed Products. ACT is not responsible for any incompatibility between ACT Licensed Products, and any versions of operating systems, hardware, browsers, inadequate network configurations, or other products not specifically approved by ACT for use with the ACT Licensed Products. The Licensed Products are subject to recurring maintenance windows, and occasionally unscheduled maintenance, during which servers may be taken offline. ACT is not responsible for any damages or costs incurred by Customer, if any, for such down time.

12. Use of Third Parties. In the event a third party is listed among the Authorized Location(s) (each a "Third Party"), Customer enters into this Agreement on its own behalf and on behalf of each such Third Party. Customer represents and warrants that it has the authority to bind each such Third Party to this Agreement and that each such Third Party is hereby bound by the terms and conditions of this Agreement as if it were Customer. Customer agrees that it shall be jointly and severally liable for all obligations of each and every Third Party.

13. Limitation on Damages. To the extent allowed by Mississippi law, ACT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid ACT during the current Term under this Agreement. In no event shall ACT or any ACT Affiliate or Licensor be liable to Customer for special, indirect, incidental, punitive, exemplary, or consequential damages.

14. Warranty and Limitations. ACT WARRANTS THAT THE LICENSED PRODUCTS HAVE BEEN DEVELOPED IN ACCORDANCE WITH APPLICABLE INDUSTRY STANDARDS. TO THE EXTENT ALLOWED BY MISSISSIPPI LAW, AS SET FORTH IN THIS SECTION, ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.

15. Termination. Either party may terminate this Agreement upon written notice to the other party in the event that the other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Notwithstanding anything in this Agreement, at law, or in equity to the contrary, other than pursuant to Customer's claim for actual damages caused by ACT's breach of this Agreement, ACT will be entitled to retain all amounts paid hereunder and will have no obligation to return to Customer any prorated portion of compensation paid hereunder regardless of any early termination and any reason therefore. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the Licensed Products and shall immediately return all copies of the Licensed Products in its possession. Upon the expiration or termination of this Agreement, the obligations set forth in the following provisions of these Terms and Conditions shall survive: Payment, Data, Limitation on Damages, Warranty and Limitations, and Ownership of Materials.

16. Use After Termination. Upon termination of this Agreement for any reason, Customer shall immediately discontinue use of the Licensed Products and shall immediately destroy, or if requested by ACT, return, all copies of Licensed Products in its possession. Customer shall certify in writing its compliance with these requirements.

17. Force Majeure. ACT shall not be liable to Customer for any delay or failure to perform, which delay or failure is due to causes or circumstances beyond its control, including, without limitation, the actions of Customer, national emergencies, fire, flood, inclement weather, epidemics, or catastrophe, acts of God, governmental authorities, or parties not under the control of ACT, insurrection, war, riots, or failure of transportation, communication, or power supply. ACT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences;



provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either party upon notice to the other.

18. **Assignment.** This Agreement may not be assigned by Customer without the express prior written consent of ACT. No permitted assignment shall relieve Customer of its obligations under the Agreement.

19. **Relationship of the Parties.** The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

20. **No Third-Party Beneficiaries.** The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the Parties based upon this Agreement.

21. **Restrictions.** Except as expressly permitted herein, Customer may not (a) use the Licensed Product for any other purpose, (b) assign, license, sell, resell, distribute, loan, lease, or otherwise transfer any Licensed Product or any related materials in whole or in part, (c) authorize or allow a third party to use any Licensed Product, (d) copy, or allow anyone else to copy, in whole or in part, any Licensed Product, (e) modify, reverse engineer, decompile, or disassemble any Licensed Product, or (f) store any Licensed Product at any location other than the Authorized Location(s) (provided that, Authorized Users may be allowed online-only access to Licensed Products from locations other than Authorized Locations).

22. **Severability, Headings, Governing Law.** Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in full force and effect. Headings used in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be governed by the laws of the State of Mississippi.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Licensed Products and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in the Agreement are the only conditions applying to the delivery of the Licensed Products. ACT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgement form, or other documents that purport to bind the parties. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

24. **Notices.** Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) email, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be sent to ACT at the following address: ACT Education Corp., 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: CFO, Email: contract.services@act.org. All notices to Customer shall be sent to the address provided in the Order Form attached to this Agreement.

25. **Jackson County School District Standard Contract Terms and Conditions.** In compliance with Mississippi law set forth in the Mississippi Code of 1972, as amended, and as interpreted by the Mississippi Attorney General and Mississippi Supreme Court, the parties further agree with the following:

a. **Indemnity:** The Jackson County School District shall not be subject to the terms of any provision or term in the Agreement requiring it to defend or indemnify any entity or party to the Agreement and shall not be liable under any scenario for the other party's legal fees.

b. **No Waiver of the Right of a Trial by Jury.** Notwithstanding any provision to the contrary, any provision seeking a waiver by the Jackson County School District to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

c. **No Waiver or Statute of Limitations.** Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation for any purpose shall be of no force or effect.



d. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code. Notwithstanding any provision and/or language in this Agreement to the contrary, any provision seeking a waiver or to limit any rights and/or remedies of the Jackson County School District under the Uniform Commercial Code shall be of no force or effect.

Agreement

To accept the terms of this Agreement, return all pages of this completed and signed Agreement (INCLUDING *Terms and Conditions*), defined herein, with tax exempt certificate, if applicable, by email to ACTCareerCurriculum@act.org.

The Customer's named representative signing this ACT WorkKeys Curriculum Agreement, and agreeing to the *Terms and Conditions*, represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual(s) signing this Agreement on behalf of such party is(are) authorized to do so. By signing this Agreement, Customer acknowledges receipt of the *Terms and Conditions—ACT WorkKeys Curriculum Products*.

This Agreement is made subject to, and is governed by the *Terms and Conditions* incorporated herein by this reference. The Agreement is hereby agreed to by Customer as of the date signed below.


Authorized Customer Signature

August 27, 2025 _____

Date

Elizabeth Bonilla _____
Printed Name

ACT Instructional Coach _____
Title