

Starfall Education Software License Agreement

1. **GENERAL:** This license agreement between you and Starfall Education ("Starfall") sets out the terms and conditions of your online access to the membership areas of Starfall.com ("the Website") for the term of the license (one year unless otherwise specified).
2. **COPYING:** You have full permission to download and copy printouts for use in your classroom or home, but commercial use, resale, distribution, or posting on another website is not permitted.
3. **RESTRICTIONS:** The limitation on the number of users that may access the Website depends on the type of membership as follows:
 - **Home Membership:** Single account for use by your immediate family (including grandparents) for one year on desktop and mobile devices. Not valid for schools, businesses, or other organizations.
 - **Teacher's Membership:** Serves a single teacher and up to 6 student computers or mobile devices in a classroom. Teacher may sign in to a computer or mobile device at home for planning purposes. Media lab not permitted. Not valid for student home use.
 - **Classroom Membership:** Serves a single classroom. Media lab is not permitted unless school has only one classroom per grade level. Teacher may sign in to a computer or mobile device at home for planning purposes. Not valid for student home use.
 - **School Membership:** Serves a typical school campus. May be used on all classroom computers and mobile devices and in the media lab. Each teacher at that campus may sign in to a computer or mobile device at home for planning purposes. Not valid for student home use.
4. **TRANSFER:** You may not sub-license or transfer the license to another party. It is for your use only.
5. **REFUND:** Members may cancel and request a refund at any time within 30 days of payment.
6. **COPYRIGHT:** Software and website content is owned by Starfall Education and is protected by United States copyright laws and international treaty provisions. Any copying or re-distribution of the Program or any portion of our software, except as expressly permitted in the License Agreement, is a violation of the legal rights of Starfall Education.

7. **WARRANTY:** Starfall warrants that it has the right to license you to use this service. Starfall's total liability and your exclusive remedy (unless otherwise specified by local law) shall be a refund of your license fee. Except as provided above, the service is provided "AS IS" without warranty of any kind.
8. **LIMITATION OF LIABILITY:** THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NEITHER STARFALL NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, NOR FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE.
9. **TERMINATION:** This License is effective until terminated. Your rights under this License will terminate automatically without notice if you fail to comply with any terms of this agreement.
10. **GENERAL:** This agreement shall be governed by the laws of the State of California, USA.

If you have any questions about this agreement, please contact us at:

Starfall Education
P.O. Box 359
Boulder, Colorado 80306
E-mail: learn@starfall.com
Phone: 888-857-8990 (or 303-417-6414 outside US)

© 2002-2018 Starfall Education

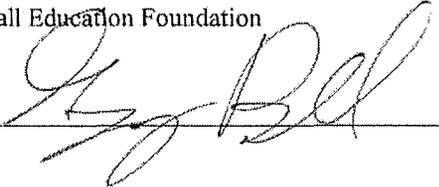
EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Oak Grove School District and which is dated 03/02/2017 to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the California Student Privacy Alliance in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Starfall Education Foundation

BY: 

Date: 03/02/2017

Printed Name: Gregory Boubel

Title/Position: Director of Technology

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

LEA: _____

Signature: _____

Date: _____

Printed Name: _____

Title/Position: _____