



# QUOTE

51 COMMERCE STREET, SPRINGFIELD NJ, 07081

Phone: 973.258.0011 Fax: 973.258.0010

SALES@AZTECSOFTWARE.COM

Quote Number: QUO-01797-J4R6R8

Quote Start Date: 8/28/2019

Quote Expiration Date: 9/11/2019

To: **Davis Adult School**  
**ATTN: Grace Sauser**  
**315 W. 14th Street**  
**Davis CA, 95616**

From: **David Boswell**  
**Account Manager**  
  
**Aztec Software**

## Details

QTY	Description	Unit Price	Total
2	Aztec's Bridge Series	\$249.00	\$498.00
5	GED Flash-Add On	\$99.00	\$495.00
8	Kaplan GED® Prep Solution	\$375.00	\$3,000.00

**Subtotal: \$3,993.00**

**Process and Handling:**

**Total Tax:**

**Total: \$3,993.00**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Title \_\_\_\_\_ Email \_\_\_\_\_

No PO's used - Email my Invoice     PO in process/attached     Pay by credit card (2.5% Fee Applies).

If Paying by credit card: Billing Address: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Contact Number: \_\_\_\_\_

### Quote Recap & Notes

Thank you for your interest in Aztec Software. If you need further assistance please do not hesitate to contact our office.

AMENDMENT

TO THE

Aztec

AND

DAVIS JOINT UNIFIED SCHOOL DISTRICT

(Venue and Data Privacy Law)

This Contract Amendment executed by Aztec hereinafter referred to as "Vendor", and Davis Joint Unified School District, hereinafter referred to as "District", which document shall amend the Agreement between the Vendor and District ("Service Agreement") as follows:

1. The Service Agreement shall be governed by and construed in accordance with the laws of the State of California and all disputes arising out or relating to the Service Agreement shall be heard in Superior Court in Yolo County, California.
2. The parties agree to adopt the California Student Data Privacy Agreement ("CSDPA"), the contents of which are incorporated herein by reference. In the event there is a conflict between the CSDPA and the Service Agreement, the CSDPA shall apply and take precedence.

Subject to the terms and conditions set forth in this Amendment, the above referenced Service Agreement between the parties is hereby ratified and confirmed.

Aztec

By: \_\_\_\_\_

Name: Jonathan Bitt

Title: CEO

Date: 11-1-19

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Name: Bruce E. Colby

Title: Chief Business and Operations Officer

Date: \_\_\_\_\_



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# Terms & Conditions

## Aztec System Terms of Use

This Terms of Use Agreement ("Terms of Use", or "Agreement") between you and Aztec Software ("Aztec") establishes binding legal terms for the use of Aztec produced software and or intellectual property including but not limited to use and installations of Aztec created software on mobile device(s), telephone(s), entertainment device(s), gaming system(s), computer(s), server(s) and website(s).

This includes but is not limited to any device that can display, produce sound or create tactile representation of any content created by Aztec or its Agent(s).

Aztec created software and/or intellectual property includes access and or use of the Administration System, Content Development Tools, Player, Testing Tools, Learning Management System and all related systems and subsystems. These components are collectively referenced as the "System" or "Aztec System", and are also referenced as the "Service" as well as "Software". Furthermore, the Service, Software and or System is made available in multiple forms to which this agree applies as appropriate.

This agreement expressly forbids the modification and/or duplication of any component of the provided Service and/or Software including programs, executable code, binary code, images, animations, videos, sound, music, text, courses, subjects, lessons, tests, reports, questions, assets, content creation tools, certificates and assessments.

Agreement is made unconditionally and in full. Use of any Aztec capability in any way implies you have agreed to these terms and agree to be legally bound to these terms.

It is the customer's responsibility to read and understand these terms.

### Service and Software Description

Aztec provides to customers systems, services, software and/or support allowing a customer's user to view online content typically presented as learning material (in various forms: including but not limited to, text, animations, sound, video, directed instructions) in order for users to engage in, but not limited to, a learning experience, interact with users, create groups of users, administer classes, administer learning content, create reports, conduct assessments, create learning content, modify learning content, administer other users, create tests, modify tests and conduct testing. Users are typically, but not necessarily members of an organization such as a school or an organization that provides learning as part of its own services. Thus users may or may not be required to pay the customer organization for use of the Aztec System. User can also be individuals using the Services and/or Software.

This agreement encompasses all the components of an Aztec System. This includes, but is not limited to the administration system, learning system, content creation tools, testing programs, assets, learning content, reports, certificates, questions, lessons, problems, courses, subjects, assessments, and classes. There are two implementation categories of the System, which may reuse components from the other category. The Service category is a hosted environment intended to provide learning over the Internet or an Intranet. The hosted environment "Service" is can be shared by multiple customers by one customer. A Software version is also available that is intended to support only one customer at a time. Hosting can be provided by a number of different network configuratins including but not limited to intranets, Internet and/or private networks.

Aztec in providing its Service and or Software may require the use of third party hardware, communications systems, networking systems and software. You, the customer, are responsible for maintaining all computer hardware, software and communications equipment needed to access the Service or Software, and for paying all related charges including but not limited access (e.g. ISP, telecommunications) incurred while using the Service or Software. In such cases the user is providing a required piece of hardware, software, communications or networking system, it is not the responsibility of Aztec to support, test, provision, administer, pay for, or otherwise interact with in any way those components. It would be prudent for customers to understand the minimum platform requirements for each Aztec System. Support will not be offered for installations that do not meet the minimum platform requirements.

The Software and Service is designed to be used by people with an understanding of using a computer, experience using a web browser and general operation of a computer. It is not the responsibility of Aztec to provide the basic computer training necessary to use the Software or Service.

Aztec is not liable for any loss incurred by the customer related to the operation of the Service or Software, accuracy of content, reports, testing content, or failure to connect to the System. You, the customer acknowledges that damages for financial or other loss resulting system failure or content accuracy cannot be claimed from Aztec.

### Usage

During the registration process, the customer (you) will be provided either with a login and password combination or an access key as well as be requested to provide required account information. It is your responsibility to inform Aztec if this information is compromised so that Aztec can disable the account and re-credential the account. You recognized that illegitimate users or customers or using another customer's set of credentials does not relieve the customer of the responsibilities and obligations of these Terms. Thus the customer is responsible for protecting the confidentiality of the account credentials. Any violation of these terms no matter if by use of credentials by a legitimate or illegitimate user or customer may be grounds for termination of service or software at Aztec's sole discretion.

You may not use a customer login and password combination other than the one assigned to you by Aztec. You must immediately notify Aztec of any suspected use of your account by another party. Aztec is not responsible for any losses due to unauthorized use of your account.

This initial login and password might be enabled to allow creation of additional logins and passwords to the limit of the allowed license. It is the customer's responsibility to monitor the use of these logins so they are only used by legitimate users for the sole purpose of administrating, providing or receiving learning.

Aztec reserves the right to report any violation of law or regulations to appropriate government agencies.

The customer and customer's users interact with the system to provide a learning experience to a collection of users including but not limited to roles known as students, instructors, tutors and administrators. Additional roles can be defined by the customer in the Administration component of the Service or Software. It is the customer's responsibility to maintain user information accurately and protect the confidentiality of that information.

The customer is expected to provide Aztec, one or more contact names, with associated email address, telephone address and additional information as requested by Aztec for the purposes of administration, billing, maintenance, upgrade announcements, unexpected behavior reports and service notifications at the option of Aztec. You may inform Aztec you do not wish to receive emails, but in doing so you recognize you may not receive information required to provide service to your own customers.

New features may be introduced over time with or without notice. Unless expressly covered by a different agreement, this agreement includes those new features.

You may not reproduce, modify, duplicate, copy, delete, or resell any part of the system and/or software unless expressly provided for in a separate agreement.

You are responsible for all activity using the Service and or Software. Aztec is not responsible for the misuse of the Service and or Software.

This agreement and the Privacy Policy are considered intellectual property of Aztec and are only to be shared with authorized customer representatives.

### **Message and or Learning Content**

The Software and System include the ability to send messages by email and SMS ("Text Messaging") to users in all roles. The Software and System also include the ability to post notices associated with learning activities, testing activities, the organization or users. Postings can optionally be also place on social media sites including but not limited to Facebook and Twitter. The content of these messages is entirely the responsibility of the customer and Aztec cannot be held liable for any message content, the number of messages sent, the timing of the messages or metadata associated with the messages. Aztec, may when it deems it so required, remove or delete messages and/or content at its sole discretion that it judges violates this agreement, may be considered offensive, could be considered illegal, harms others or threatens to harm others. You agree that you will not:

- Post, send message or cause the another party to receive content that could be considered unlawful, harms others, threatens to harm others, is vulgar, obscene, libelous, hateful, derogatory, defamatory, invasive of another's privacy, racially objectionable or
- promote cruelty to humans or animals.
- Post, send messages or cause another party to receive content that the user does not have the legal right to transmit.
- This includes content that infringes upon any patent, copyright, trade secret or other intellectual property rights of another entity.
- Post, send messages or cause another party to receive content in violation of local, state, federal, tribal or internal law, regulation or lawful order
- Cause messages to be received by others that might be considered invasive or spam
- The customer is responsible for configuring the System allowing messages and or learning content to only those that have authorized receipt of those messages and or learning content.
- The customer is also responsible for ceasing to send messages to users that inform the customer they do not want to receive messages.
- Creating messages, learning material and postings that are not directly related to the educational content or progression of users in their role as an Aztec user is forbidden. This expressly forbids use of the Aztec system to conduct marketing campaigns, sending unsolicited email, causing the launching of programs or that create more than one message from one from Aztec
- Post, send messages that are intended to interfere with the proper operation of a computer program, network or system. This includes but is not limited to viruses, worms, Trojan horses, syn attacks
- Post, send messages or use any component of the system in such a way that Aztec determined interferes with the intended operation of the Aztec system or software, its hosting platform or connected networks.

- Use the system in any way that violates the terms of the billing agreement. This includes but not limited to start date and time, ending date and time, maximum number of user and content of the learning library.

- Use the system to collect data on users for purposes other than directly related to providing learning services in conjunction with the Aztec System.

You should be aware that Aztec does not screen, review or otherwise edit learning content created by customers or users. Aztec makes no representation as to the completeness, accuracy or value of content created by customer or users.

Aztec shall have no responsibility for such created content. Likewise, users may be exposed to content they deem to be objectionable or indecent that was created by users. You, accept all responsibility for any such exposure as creation of such content is out of control of Aztec.

The customer is entirely responsible for back ups for any customer or user created content on any implementation other than one hosted by Aztec. Aztec reserves the right to replicate user provided content as needed for the operation of the system or software.

Permission to use one or more Aztec services or software does not license you or create any intellectual property rights to the underlying elements used to provide that service. All copyrights, trade secrets, patents, and other intellectual property remain the property of Aztec and its intellectual property licensees. You may not reuse, reverse engineer, replicate, or create derivative works based upon any part of the service or software.

## **Content**

You, the customer, can create new learning content from content provided by Aztec known as derivative content.

You, the customer, are entirely responsible for the licensing and or access rights for any content included in derivative learning material. This includes but not limited to tools, systems, components, images, video, sounds, icons, text and other media used to product the derivative learning material. You are entirely responsible for this content.

All learning content, screen designs, lessons, questions, certificates, images, sounds, text, animations, music, video problems, tests, assessments, reports and associated tools are Aztec property or are licensed by Aztec. None of these can be duplicated, sold, republished, screen scraped, posted, transmitted, captured without Aztec's express permission. All trademarks, domain names, and service marks remain the exclusive property of Aztec and its agents and explicit licensees.

The customer is granted a license only to use the Aztec System, using the credentials provided by Aztec for access to the system. The Software version is licensed for only one physical machine at a time per license. This license expressly prohibits any attempts to extract learning content, design information or user information for any purpose with the exception of export features explicitly supported by the Software itself.

## **Third Parties**

You may use Third Party content in the creation and presentation of new learning content, i.e. derivative content.

Aztec in no way endorses, supports or is involved in the licensing, evaluation, quality control, legality, accuracy or support of any third party content even if the third party is listed on the Aztec Website. Any financial arrangements between you and the third party are entirely between you and the third party.

## **Indemnification**

You agree to defend, indemnify and hold harmless Aztec and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- your use of and access to the Service and/or Software;
- your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above;
- your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights;
- your violation of any law, rule or regulation of the United States or any other country;

- any claim or damages that arise as a result of any of your derivative content;
- any other party's access and use of the Service with your unique username, password or other appropriate security code; and
- any dispute you have with one or more of our users or any Third Party

## Disclaimers

You expressly understand and agree that:

- The Aztec System is provided on an "as is " and "as available" basis
- There is no warrantee of any kind implied or not, including fitness of use for a particular purpose. Furthermore there is no assurance of performance or suitability to the intended task.
- There is no assurance the system is secure, error free or fault free or that such characteristics will be repaired.
- Aztec is not responsible for any customer or user provided content.
- That processing user and customer provided information is essential to the operation of the system and that it is essential to the proper operation of the System that this information be accurate and complete
- Aztec is not responsible for any technical malfunction of computer systems, networks, facilities, power systems, environmental controls and any other third party provided service necessary to the operation of the System. This includes but not limited to performance, availability, reliability and quality of shared services such as mobile networks, the Internet or Intranets.
- Aztec is not responsible for any loss or damage resulting from the use or administration of the Aztec Software and/or System, interactions between users of the system or interactions between customers and Aztec, and/or as a result of consumption or the learning, assessment, reporting or testing content of the Software and/or System.
- Aztec reserves the right to change its name, be acquired by another entity, purchase new and/or additional domain names, sell its intellectual property, license its intellectual property or modify service and software copyrights, trademarks, service marks and patents as Aztec sees fit without notice. The Terms of this agreement remain in effect before, during and after any or all of these events.
- The Aztec System (both Service and Software) is designed for use in the United States. It is entirely the responsibility of the customer if the Service is used in and/or from a different region. Such use may subject the customer and/or use to different legal requirements, which are entirely the responsibility of the customer.

## Modification of Terms

Aztec may update, modify and otherwise continually seek to improve the Service or Software and such changes often require an update or revision to these Terms. Accordingly, Aztec reserves the right to change or discontinue any aspect or feature of the Service, as well as modify, change and/or update these Terms, from time to time, as Aztec deems appropriate. Any updates to these Terms shall be posted on the Aztec Website, from time to time. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes and, should you request, we will be happy to keep you informed if/when such changes take place. If you do not agree with any such changes, your use of the Service may be cancelled in accordance with the procedures for cancellation set forth herein.

Your continued use of the systems and/or software signifies your assent to the revised terms

- The customer agrees to use Aztec services in accordance with all applicable guidelines, state and federal laws that apply to Aztec Software or the Aztec Service. This is your responsibility and obligation in all respects.

### **Termination, Cancellation and/or Suspension**

If at anytime you breach these Terms, Aztec may elect to suspend, terminate and/or cancel your use of the Software and/or Service and/or recover any damages from you arising from the event(s) giving rise to the suspension, termination or cancellation. We reserve the right to suspend your Service or Software at any time for any reason we may deem necessary to continue to provide our Service and/or Software in a way that may be hindered by your status as being our client, your financial status or the content of the messages or broadcasts originating from you.

Upon any such termination, cancellation and/or suspension, you are still responsible for any obligations then accrued. Your obligation to pay all amounts accrued and owed by you shall continue even after any suspension or cancellation of your access to the Service (in whole or in part). Upon termination, for any reason, you agree to immediately cease using the Service and Aztec shall have no obligation to you after any termination or cancellation of these Terms.

The provisions regarding ownership, payments, warranties and indemnifications will survive any suspension, termination or cancellation of your use of the Service or Website.

### **Service Termination by the User**

You are free to terminate or cancel your use of the Software and/or Service at any time, and for any reason. You, the customer, recognize that termination of the service will lead to permanent deletion of all system records in such a way that the records cannot be used to restart the service, be used in another service or be used by the software version. Such termination does not relieve the customer of any financial obligations as detailed in billing agreements.

### **Links to other Websites**

Websites designed and operate by Aztec Software ("Website"), the Software and/or the Service may contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by Aztec of the content on such third-party websites. Aztec is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

Aztec cannot ensure that you will be satisfied with any products or services that you purchase from a third party website that links to or from the Website, since these websites are owned and operated by independent third parties. Aztec does not endorse any of the products/services, nor has Aztec taken any steps to confirm the accuracy or reliability of any of the information contained in such third party websites. Aztec does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against us with respect to such websites. Aztec strongly encourages you to make whatever investigation you feel necessary or appropriate before proceeding with any online or off-line transaction with any of these third parties.

Aztec consents to links to the Website which conform to the following: the appearance, position, and other aspects of any link to the Website may neither create the false appearance that an entity or its activities or products are associated with or sponsored by Aztec nor be such as to damage or dilute the goodwill associated with the name and trademarks of Aztec or its affiliates. Aztec reserves the right to revoke this consent to link at any time in its sole discretion, without notice.

### **Security**

You are prohibited from violating or attempting to violate the security of the service and/or software including, without limitation: (a) accessing data not intended for you or logging into a server or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user of the service or software, host or network, including, without limitation, via means of submitting a virus to the service or software, overloading, "flooding", "spamming", "mailbombing" or "crashing"; (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (e) forging any Aztec packet header or any part of the header information in any e-mail, instant message, text message or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Aztec may investigate violations of these Terms and Conditions, and may involve and cooperate with law enforcement authorities in prosecuting users of the Website who are involved in such violations.

You should recognize that Aztec can be required to provide information relating to and about users and/or customers to law enforcement agencies upon their request and that the user and/or customer may not necessarily be informed of such information transfer.

## **Force Majeure**

Aztec shall not be liable for any failure or delay in performing its obligations hereunder, which such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, insurrection, terrorism, strike, failure or downtime of any telecommunications line and/or unavailability of any telecommunications facilities, power failure, governmental restrictions, any court order, compliance with any law, regulation, or order of any governmental authority, or any other cause beyond the reasonable control of Aztec. In addition, Aztec shall be so excused in the event it is unable to acquire from its usual sources, and on terms it deems to be reasonable, any material necessary for the performance of the Service.

## **Miscellaneous**

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind Aztec in any respect whatsoever. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees.

All notices required hereunder shall be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Aztec may give notice to you by means of a general notice on the Website or Service, electronic mail to your e-mail address on record in Aztec account information, or by written communication sent by personal delivery, fax, overnight courier, or certified or registered mail to your address on record in Aztec account information.

Any claim or cause of action related the Aztec Service regardless of category must be filed within one year of the first related event or any such claim or derivative clam can be forever barred from action.

These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey notwithstanding its laws governing conflicts of laws. Except as hereinafter provided, any dispute arising under these Terms shall be settled and determined by binding arbitration in New Jersey in accordance with the provisions of the Federal Arbitration Act, 9. U.S.C. §§1-16, as amended (the "Federal Arbitration Act"), to the exclusion of state laws inconsistent therewith.

The terms of the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") then in effect shall apply except to the extent they conflict with the express provisions of this paragraph. A single independent arbitrator shall conduct the arbitration. The parties shall endeavor to select the independent arbitrator by mutual agreement. If such agreement cannot be reached within thirty (30) days after a dispute has arisen which is to be decided by arbitration, the selection of the arbitrator shall be made in accordance with the Rules as then in effect. The arbitrator shall be a member of a state bar engaged in the practice of law in the United States or a retired member of a state or the federal judiciary in the United States.

The award of the arbitrator shall be based on the evidence admitted and the substantive law of the State of New Jersey (subject to any applicable preemption or supersedence by U.S. federal substantive law) and shall contain an award for each issue and counterclaim. The award shall be made within thirty (30) days following the close of the final hearing and the filing of any post-hearing briefs authorized by the arbitrator, and such award shall set forth in writing the factual findings and legal reasoning for such award. The arbitrator may, in his/her discretion, award to any party specific performance or injunctive relief (the foregoing is not intended to limit Aztec's access to the courts to the extent provided below). The arbitrator may not change, modify or alter any express condition, term or provision of these Terms, nor the extent the scope of their authority is expressly limited. Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding upon the parties and no appeal of any kind may be taken. Judgment may be entered thereon in any court having jurisdiction thereof. Each party shall be entitled to inspect and obtain a copy of non-privileged relevant documents in the possession or control of the other party. All such discovery shall be in accordance with procedures approved by the arbitrator. Unless otherwise provided in the award, each party shall bear its own costs of discovery. The statute of limitations applicable under New Jersey law to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder.

Anything in the foregoing paragraph to the contrary notwithstanding, Aztec may seek injunctive relief in any court having jurisdiction over the parties to enjoin or prevent any action you take or threaten to take in violation of these Terms.

The terms and conditions of Service are only those stated herein, which shall constitute the complete agreement between the parties. No terms and conditions stated in or attached to your communications to Aztec are applicable to these Terms in any way and are not to be considered your exceptions to the provisions of these Terms.

The section titles do not convey any meaning to the content of this document

The language of these Terms is English. If the document is translated, the English version shall prevail over any such interpretation.

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# Aztec Privacy Policy

The Aztec System, as part of its operation requires collection of personal data from users, and customers. This information is essential to the operation of the system. By using the Service, you agree to the terms of this Policy.

It is the customer's responsibility to read and understand these terms.

Throughout this document examples are intended to be illustrative and not exhaustive.

"Users" is intended to include anyone that uses the System. The collection of users may or may not include people who have traditional role descriptions of Student, Instructor, Teacher, Tutor, Mentee, Leader, Group Leader, Group Member, Registrar, Administrator, Professor, Teaching Assistant, Laboratory Assistant, Assistant, Chair, Department Head and/or Secretary. The Aztec system allows any set of roles aka "profiles" to be created each with an assigned group of permissions created by a specifically credentialed customer representative. There are no set profiles other than this initial customer representative. This profile includes the ability to establish other users and assigning permissions to these users including the ability to establish other users and assign their permissions.

Users should be aware of the information collected and how it is used.

## Information Collection

### Personal Information

Personal information about a user and/or customer is necessary for the proper operation of the System. Example personal information includes such data as first name, last name, middle name, login, address, phone number, email address, office hours and demographic information. This information is entered into the system by a user for purposes of using the System and/or interacting with other users.

In the process of System operation users in particular roles, operating according to profiles established in the system may take actions or not take actions on behalf of other users. Examples include enrolling users in classes, locking users out of the system, entering personal data about another user, assigning logins and passwords, and selecting of system options.

### Operations Information

Operations information is created by entering or as a side effect of system operation. Examples include class registrations, time of logins, test attempts, assessment attempts, test passes, test failures, time since last login, login duration and more. Such information is created either by overt action by the user, over action by another user on that user's behalf, user inaction or user inaction on another user's behalf, or automatically created by the system.

In the process of operation, the system may collect and process a user's IP address, time of access, information about the computer used to access the system and other data. This data is collected in order to either improve the performance of the system or enhance its security.



## Administration Information

Administrative information includes data entered by users that does not necessarily relate directly to one user, although it might. Examples include office hours, lab hours, lab assignments, postings, notices, events, system performance, license terms, number of users logged in and more.

Personal information placed into messages by users can possibly be read, copied and resent by other users, even those not intentionally addressed by the original posting.

## Consumption Information

In the course of system execution, content making up classes, courses, subjects, lessons, quizzes, tests, assessments and practice tests might be presented to the user. The user may or may not enroll, engage, view, listen or feel this content. Information as to when each piece of content is accessed, how it is accessed, from where it is access and how it is consumed is gathered as part of the operation of the system.

## Testing Information

In the course of engaging with the system, a user may take assessments, pre tests, tests, quizzes, post tests, practices and be required to answer questions presented during learning sessions. Data can be gathered and stored in the system producing reports on a user's progress. This may include but is not limited to testing times, length of testing, number of questions, types of questions, number correct, number wrong, essays, matches, sorts, placements, mathematical answers and drawings.

## Question Information

Questions in the system include data on degree of difficulty, times answered, times attempted, data and time presented, times answered wrong, times answered correctly and more. This data is created automatically in the course of presenting testing.

## Customer information

Aztec will collect information regarding customer's billing data, expected use of the System, license requirements and other information necessary to support the operation of the System that is not a part of the System itself.

## Presentation Information

The System may or may not send the user a cookie to be stored on the user's computer. Refusal of the cookie may impair the operation of the system.

Data from the computer used to access the System may also be collected as part of using the system. Such data includes but is not limited to IP Address, possibly the domain name, type of browser, computer characteristics, related settings, and the presence of other software on the computer. This data is collected in order to improve the operations and/or performance of the System including its security.

Integrated performance tools may use techniques such as image tags to collect data from user's computers. This information is only used to improve the performance of the system.



## **Use of Information**

Aztec reserves the right to use any and all information collected to:

1. Improve the performance of the System
2. Improve the performance of testing, assessments or predictive capability of any test, assessment, or quiz.
3. Improve the performance and predictive capability of questions, problems sets, lessons, courses, subjects and classes
4. Bill the customer and collect payments
5. Identify new features and functions for future versions of the System
6. Create individual user reports at the request of authorized other users

Aztec may create aggregated reports from any type of types of information from the system as it sees fit. These reports are not traceable to a single user. These reports can be used for but not necessarily exclusively for marketing purposes, investor purposes, selling purposes, product planning, and/or product support purposes.

Aztec may require the services of Third Parties to provide service. Examples include hosting providers, software companies, distribution firms, caching service providers and others. Aggregate information may be shared with these Third Parties in order to provide the Service.

Any information collected by the system may be disclosed to law enforcement agencies upon a legal order or regulation.

## **Information Modification**

Each customer is provided at least one set of credentials that can be used to administer other users/ This is the “Authorized User”. (This function can also be recursively delegated.) This set of credentials can be used to enable,, disable, the sending of email and/or SMS messages. Thus users can opt out and opt in to the receipt of messages from the system by contacting this assigned user. Managing, processing and conducting opt in and opt out operations is entirely the responsibility of the customer and not Aztec.

Users can request likewise request the “Authorized User” to modify their personal information in the system.

Aztec is not required to and will not provide users copies of any data collected by the system of any sort unless so ordered by legal authority.

## **Consent**

By use of the System, the user recognizes the types of data collected by the system and provides consent to this policy.

The service is not designed to be used by people under the age of thirteen. If we believe there is information about a user under the age of thirteen, Aztec retains the right to delete that user’s information from the customer’s Service.



## **Security**

Aztec reserves the right to access the System for purposes of maintenance and to perform customer requested functions.

Aztec has taken precaution to protect information from unauthorized access. The customer and users should recognize that we use commercially available components such as, but not limited to software, servers, firewalls, computers, routers, switches, databases, software frameworks, languages, libraries and operating systems. Aztec cannot assure the security or integrity of these components and that unauthorized users may access data stored in an Aztec System. Aztec is not responsible for such data intrusions and that security of the data cannot be assured.

## **Modification of Terms**

Aztec may update, modify and otherwise continually seek to improve the Service or Software and such changes often require an update or revision to these Terms. Accordingly, Aztec reserves the right to change or discontinue any aspect or feature of the Service, as well as modify, change and/or update these Terms, from time to time, as Aztec deems appropriate. Any updates to these Terms shall be posted on the Aztec Website, from time to time. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes and, should you request, we will be happy to keep you informed if/when such changes take place. If you do not agree with any such changes, your use of the Service may be cancelled in accordance with the procedures for cancellation set forth herein.

## **Other**

The customer agrees to use Aztec services in accordance with all applicable guidelines, state and federal laws that apply to Aztec Software or the Aztec Service. This is your responsibility and obligation in all respects.

The section titles do not convey any meaning to the content of this document.

The language of these Terms is English. If the document is translated, the English version shall prevail over any such interpretation.

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