



Created Date 1/29/2021  
Quote Number 00038447

Expiration Date 3/30/2021

Account Name Davis Joint Unif School Dist  
Contact Name MATT DUFFY  
Email mduffy@djuds.net  
Ship To Name Davis Joint Unif School Dist  
Ship To 526 B St  
Davis, CA 95616

Prepared By Heidi Stepp  
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Company Address PO Box 1327  
Rancho Cordova, CA 95741

DS  
AW

#### Quote Line Items

Product Code	Product	Line Item Description	Gratis	List Price	Qty	Ext. Total	Delivery
DEMO-MS-SS-SL-01	Demo: Middle School (6-8) Social Studies: Student License		✓	\$29.00	200	\$0.00	Ship
DEMO-MS-SS-TL-01	Demo: Middle School (6-8) Social Studies: Teacher License		✓	\$289.00	10	\$0.00	Ship
TCI-CA-MWBDB	HA! The Medieval World and Beyond (CA): Display Box	sent directly to teachers. Full teacher materials.	✓	\$103.00	2	\$0.00	Ship
TCI-USIDB	HA! The US Through Industrialism: Display Box	sent directly to teachers. Full teacher materials.	✓	\$103.00	3	\$0.00	Ship

#### Totals

Shipping Rate (%) 5.00	Subtotal	\$0.00
	Shipping	\$0.00
	Grand Total	\$0.00

#### Gratis Items

Gratis Items are offered upon purchase of all items listed above.      **Gratis Total**      \$9,205.00

#### Notes

##### SHIPPING ADVISORY

- Due to COVID-19 school shutdowns and enhanced safety procedures, customers should be prepared for **extended shipping delays**. Thank you for your understanding as we work to protect the logistics workers who help bring TCI to schools across the country.

##### SHIPPING

- Shipping and Handling fees do not apply to teacher and student subscriptions.

##### FULFILLMENT OF ORDERS:

- All subscription purchases will be sent to the email address above unless otherwise noted.
- TCI's Subscription and Business Terms apply to all orders. View details at: <http://www.teachtci.com/subscription-and-business-terms.html>.

##### CONDITIONS OF OFFER:

- To insure you receive the pricing quoted here, please include a copy of this proposal with your order at the time of purchase. Adjustments will not be made after order has been fulfilled.
- Please apply sales tax if applicable.



# Business Terms

(Effective December 18, 2020)

## BUSINESS TERMS

### PRICES, PAYMENT, AND TAXES

**Prices and Payment:** All prices are effective December 18, 2020, and are subject to change without notice. All orders must be accompanied by a form of payment. TCI accepts district and school purchase orders, for which payment terms are net 30 from invoice date. Individual orders must be prepaid by check, money order, or credit card.

**Sales Tax:** Sales tax will be applied as appropriate to CA, FL, IL, KY, MI, MO, NJ, OH, OK, PA, TX, VA, and WA orders, unless TCI has a current copy of your tax exemption certificate.

**Individual Orders:** It is illegal to extend a district's exemption status to an individual paying by personal credit card or check, even if the purchase is made for the benefit of the school.

### RETURNS AND EXCHANGES

**Returns and Exchanges:** TCI cannot accept the following items for return or exchange: bent, torn, soiled, marked, or stamped items; opened shrink-wrapped items; items damaged due to insufficient packaging when returned; products received at events or conferences; science materials kits; and 1-year teacher or student licenses.

You may return or exchange any other purchased, unused product in saleable condition within 60 days of the invoice date of your order. To request a return authorization, please go to <https://shop.teachtci.com/manage-orders>. If you wish to exchange an item, TCI must receive payment for shipping and any difference in price before processing the order.

**Refunds and Credits:** If you paid by credit card, your account will be credited for the returned item(s) within 30 days of receiving the return. For all other forms of payment, TCI will issue a credit for returned item(s). Credits can remain on the account for up to 6 months, at which time a refund will be made by check.

### LICENSES

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**Acceptance of License Terms:** Teachers' Curriculum Institute's ("TCI") willingness to offer online licenses ("Licenses") that permit access to its online Application service and content ("Application") is expressly conditioned on your acceptance of the terms set forth herein. You shall be deemed to have accepted these terms by either: (i) placing an order for the Licenses or any other TCI product, (ii) submitting payment for the Licenses or any other TCI product, (iii) accessing the Application by following the instructions emailed to you following your purchase of a License or (iv) distributing the Application access link to any teachers or other end users who will use the Licenses. These terms supersede all prior understandings, assurances, orders and offers, whether written or oral, and shall exclusively govern the relationship between you and TCI in regard to the Licenses. Any amendments or additional terms must be agreed to by TCI in writing. The term "you" as used herein shall include any individuals purchasing or accessing the Licenses as well as any schools, school districts, education centers or other entities for whom such individuals may be accessing the Application on behalf of.

**License Delivery:** For each License order, you will receive a delivery confirmation email. Designated License contacts will receive an email which will contain either an invitation to create an account or an option to sign in if the License contact already has an account. The designated License contact will be the person submitting payment unless you notify TCI of the contact name and email address to whom TCI should send this email. Designated License contacts who do not have Admin access to TCI's online Application service will need to sign and return a TCI Administrator Agreement before being granted full access to the Admin tool.

**License Terms:** TCI defines the school year as July 1 to June 30 ("school year"), and License durations align with this definition of the school year. The order date of a License is the TCI invoice date. To prevent Licenses from expiring in the middle of a school year, Licenses with an order date in the current calendar year will expire on June 30 of the following year. For example, a 1-year subscription with an order date of January 1, 2019 will expire on June 30, 2020. A 1-year License with an order date of December 1, 2019, will also expire on June 30, 2020. Licenses can only be assigned to one user at a time; they cannot be shared. Upon expiration of a License, access will be blocked. License assignments reset annually on June 30. TCI only stores student scores and notebook entries for the current school year. Customers are responsible for downloading any student scoring and notebook data before June 30 for their records.

**Modification of Application:** TCI reserves the right to modify the Application at any time during the term of any License for any reason whatsoever, including, without limitation, updating, correcting or general design modifications.

**Disclaimers:** THE APPLICATION IS PROVIDED AS-IS WITHOUT WARRANTIES OF ANY KIND. TCI specifically disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. It is your responsibility to evaluate the accuracy and completeness of all information, opinions and other material contained in the Application. TCI does not warrant the Application will be error-free and uninterrupted. You acknowledge that you are solely responsible for any interruptions resulting from your computer system, software and connection to the internet.

**Security and Notification of Unauthorized Use:** You agree to maintain reasonable security measures to protect against unauthorized users gaining access to the Application. You will promptly notify TCI if you become aware of any unauthorized use of the Licenses or Application or violation or threatened violation of TCI's intellectual property rights therein. You agree to cooperate with TCI and render such assistance as TCI may reasonably request to identify, halt and/or prevent any violation of such rights.

**Notice to School Districts, Teachers, other Purchasers and Parents.** TCI collects limited information from students accessing its websites, including name, username and password. TCI is offering student Licenses based upon the presumption that you, or any other party facilitating access to the Application by students, have obtained authorization for the storage and use by TCI of such students' information necessary to offer the Licenses and Application, including, without limitation, parental consent to the collection of such information by TCI. Please review the [Privacy Policy](#) available on TCI's website for additional information regarding TCI's use and disclosure practices.

#### LIMITED LIABILITY

**Limited Remedies, Damages Exclusion:** TCI's total, cumulative liability arising from or in connection with the Licenses or any product or service provided hereunder will be limited to the lesser of (a) the fee paid by you for the item or service that caused such loss and (b) \$1,000. In no event will TCI be liable for incidental, consequential, indirect, special or punitive damages, revenue, data or profits, arising from or in connection with the Licenses or any product or service provided hereunder

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**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 11/06/2020 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 in Exhibit "B" 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 CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Teachers' Curriculum Institute

BY: Ellen Hardy

Date: 11/06/2020

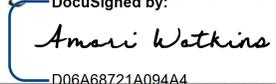
Printed Name: Ellen Hardy

Title/Position: Chief Operating Officer

**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.

Subscribing LEA: Davis Joint Unified School District

BY:  D06A68721A094A4

Date: 2/10/2021

Printed Name: Amari Watkins

Title/Position: Associate Superintendent of Business Services

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

**Name:** Ellen Hardy

**Title:** Chief Operating Officer

**Email Address:** info@teachtci.com