Prepared For:

Matt Duffy
Davis Joint Unif School Dist
526 B St,
Davis, CA 95616

9/28/2020

Dear Matt Duffy,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 220035.4 Valid through: 12/31/2020

Product	List Price	Net Price				
i-Ready	\$175,447.68	\$149,146.42				
Professional Development	\$36,000.00	\$27,000.00				
	List Total:					
	Savings:	\$35,301.26				
	Shipping/Tax/Other:					
	Total:	\$176,146.42				

Thank you again for your interest in Curriculum Associates.

Sincerely

Kajsa Freborg (916) 995-3533 kfreborg@cainc.com

Please submit this quote with your purchase order

Quote ID: 220035.4 Date: 9/28/2020 Valid through: 12/31/2020

Prepared For:

Matt Duffy
Davis Joint Unif School Dist
526 B St,
Davis, CA 95616
mduffy@djusd.net

Your Representative:

Kajsa Freborg (916) 995-3533 kfreborg@cainc.com

Birch Lane ES 1600 Birch Ln, Davis, CA 95618						
Total Building Enrollment: 552						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	552	\$22.08	\$18.77	\$10,361.04
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	552	\$0.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	552	\$22.08	\$18.77	\$10,361.04
					Subtotal:	\$22,222.08
Shipping:						
Tax:						
				Sch	ool Subtotal:	\$22,222.08

Cesar Chavez Elementary School 1221 Anderson Rd, Davis, CA 95616							
Total Building Enrollment: 553							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00	
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	553	\$22.08	\$18.77	\$10,379.81	
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	553	\$0.00	\$0.00	\$0.00	
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	553	\$22.08	\$18.77	\$10,379.81	
					Subtotal:	\$22,259.62	
Shipping:							
Tax:							
				Sch	ool Subtotal:	\$22,259.62	

Davis Joint Unif School Dist 526 B St, Davis, CA 95616						
Total Building Enrollment: 5465						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Add on Leadership Session (Up to 3 hrs)	Multiple	19984.0	1	\$0.00	\$0.00	\$0.00
Professional Development i-Ready Assessment and Personalized Instruction New User - Getting Good Data Session (up to 6 hrs)	Multiple	14432.0	5	\$2,000.00	\$1,500.00	\$7,500.00
Professional Development i-Ready Assessment and Personalized Instruction New User - Using Data to Plan Instruction Session (up to 6 hrs)	Multiple	14434.0	5	\$2,000.00	\$1,500.00	\$7,500.00

Subtotal:	\$15,000.00
Shipping:	\$0.00
Tax:	\$0.00
School Subtotal:	\$15,000.00

Davis Sch Independent Study 526 B St, Davis, CA 95616)						
Total Building Enrollment: 74							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	74	\$22.08	\$18.77	\$1,388.98	
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot Multiple 22018.0 74 \$0.00 \$0.00						
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	74	\$22.08	\$18.77	\$1,388.98	
					Subtotal:	\$2,777.96	
					Shipping:	\$0.00	
Tax:							
				Sch	ool Subtotal:	\$2,777.96	

Fairfield Elementary School 26960 County Road 96, Davis, CA 95616							
Total Building Enrollment: 45							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	45	\$22.08	\$18.77	\$844.65	
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	45	\$0.00	\$0.00	\$0.00	
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	45	\$22.08	\$18.77	\$844.65	
					Subtotal:	\$1,689.30	
					Shipping:	\$0.00	
Tax:							
				Sch	ool Subtotal:	\$1,689.30	

Total Building Enrollment: 444						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	444	\$22.08	\$18.77	\$8,333.88
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	444	\$0.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	444	\$22.08	\$18.77	\$8,333.88
					Subtotal:	\$18,167.76
					Shipping:	\$0.00
Tax:						\$0.00
School Subtotal:						

Marguerite Montgomery Elem Sch 1441 Danbury St, Davis, CA 95618							
Total Building Enrollment: 410							
Product Name	Grade	Item #	Qty	List Price	Net Price	Total	
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00	
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	410	\$22.08	\$18.77	\$7,695.70	
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	410	\$0.00	\$0.00	\$0.00	

i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	410	\$22.08	\$18.77	\$7,695.70
					Subtotal:	\$16,891.40
					Shipping:	\$0.00
					Tax:	\$0.00
				Sch	ool Subtotal:	\$16,891.40

North Davis Elementary School 555 E 14th St, Davis, CA	95616					
Total Building Enrollment: 514						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	514	\$22.08	\$18.77	\$9,647.78
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	514	\$0.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	514	\$22.08	\$18.77	\$9,647.78
					Subtotal:	\$20,795.56
					Shipping:	\$0.00
Tax:						
				Sch	ool Subtotal:	\$20,795.56

Patwin ES 2222 Shasta Dr, Davis, CA 95616						
Total Building Enrollment: 345						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	345	\$22.08	\$18.77	\$6,475.65
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	345	\$0.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	345	\$22.08	\$18.77	\$6,475.65
					Subtotal:	\$14,451.30
					Shipping:	\$0.00
Tax:						
				Sch	ool Subtotal:	\$14,451.30

Pioneer Elementary School 5215 Hamel St, Davis, CA 95	618					
Total Building Enrollment: 540						
Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	540	\$22.08	\$18.77	\$10,135.80
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	540	\$0.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	540	\$22.08	\$18.77	\$10,135.80
					Subtotal:	\$21,771.60
					Shipping:	\$0.00
					Tax:	\$0.00
				Sch	ool Subtotal:	\$21,771.60

Robert E Willett ES 1207 Sycamore Ln, Davis, CA 95616

Total Building Enrollment: 496

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction Tailored Support Session (up to 6 hrs)	Multiple	16954.0	1	\$2,000.00	\$1,500.00	\$1,500.00
i-Ready Assessment Math Per Student License 4 Years	Multiple	14898.0	496	\$22.08	\$18.77	\$9,309.92
i-Ready Math and Reading Instruction Add On Purchase Add-On Pilot	Multiple	22018.0	496	\$0.00	\$0.00	\$0.00
i-Ready Assessment Reading Per Student License 4 Years	Multiple	14913.0	496	\$22.08	\$18.77	\$9,309.92
					Subtotal:	\$20,119.84
					Shipping:	\$0.00
					Tax:	\$0.00
				Sch	ool Subtotal:	\$20,119.84

Total	
List Total:	\$211,447.68
Savings:	\$35,301.26
Merchandise Total:	\$176,146.42
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$176,146.42

Special Notes

15% discount applied to i-Ready based on scope of quote. All i-Ready purchases require professional development. PD Yrs 2+ TBD. PO & payment req'd upfront for full value of sale.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y11M

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put it employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Placing an Order

Please attach quote to all signed purchase orders.

1) **Email**: orders@cainc.com 2) **Fax**: 1-800-366-1158

3) Mail:

ATTN: CUSTOMER SERVICE DEPT. Curriculum Associates, LLC 153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms Provider offers the same privacy protections found in and which is dated November 14, 2019 to any other General Offer though its signature below. This General and Provider's signature shall not necessarily bind Proceedings of the LEA may also agree to change the data provided by I unique needs of the LEA. The Provider may withdraterial change in the applicable privacy statutes; (2) products subject listed in the Originating Service Ag Provider's signature to this Form. Provider shall notify so that this information may be transmitted to the All	or LEA ("Subscribing LEA") who accepts this of Offer shall extend only to privacy protections revider to other terms, such as price, term, or ressed in this DPA. The Provider and the other LEA to the Provider in Exhibit "B" to suit the aw the General Offer in the event of: (1) a material change in the services and reement; or three (3) years after the date of CETPA in the event of any withdrawal
Provider: Curriculum Associates, LLC	
BY: QH2 WLL	Date: 11/14/2019
Printed Name: Robert Waldron	Title/Position: Chief Executive Officer
2. Subscribing LEA A Subscribing LEA, by signing a separate Service Agree accepts the General Offer of Privacy Terms. The Subscribing by the same terms of this DPA.	
Subscribing LEA:	
BY:	Date:
Printed Name:	Title/Position:
TO ACCEPT THE GENERAL OFFER. THE SU SIGNED EXHIBIT TO THE PERSON AND EMAIL Robert Waldron Name:	

Title: _ Chief Exectutive Offier

Email Address: rwaldron@cainc.com

AMENDMENT

TO THE

Curriculum Associates

AND

DAVIS JOINT UNIFIED SCHOOL DISTRICT

(Venue and Data Privacy Law)

This Contract Amendment executed by Curriculum Associates

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 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 Agreement shall be heard in Superior Court in Yolo County, California.
- 2. The parties agree to adopt the California Student Data Privacy Agreement, as reflected in the Cuperinto Union School District California Student Data Privacy Agreement ("CSDPA"), specifically the fully executed Exhibit E between Vendor and District. 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 Agreement between the parties is hereby ratified and confirmed.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

20111201011111111111000011110000, 222	
By:	By: Name: Amari Watkins
Name: Robert Waldron	Title: Associate Supt of Business Services
Title: Chief Executive Officer	Date:
Date: October 6, 2020	
235-115/4541706.1	

Curriculum Associates LLC

- Home
- Support
- Privacy

Curriculum Associates' Commitment to Privacy

Last Modified: December 31, 2019

Curriculum Associates takes the protection of data and information, particularly student data, very seriously. As part of its commitment to protecting user data, Curriculum Associates adheres to the practices outlined below. Curriculum Associates only uses student data for education-related purposes. Student identifiable data is never shared with any third parties without the consent of an authorized representative of the applicable school or district. Curriculum Associates does not sell any student data nor use student data for targeted advertising.

- Student data is handled in a manner consistent with applicable laws and regulations pertaining to student data privacy, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), the California Student Online Personal Information Protection Act (SOPIPA), and all applicable state or federal student data privacy protection laws.
- The *i-Ready*® Platform Data Handling and Privacy Statement addresses the collection, use, and storage of data obtained specifically through *i-Ready*. This statement details current data security policies and practices designed to uphold the most stringent standards of data privacy.
- Curriculum Associates has signed the Student Privacy Pledge, committing to responsible stewardship and appropriate use of student personal information in adherence to all applicable laws. More information on this can be found here.
- For more information about how Curriculum Associates handles privacy for visitors to its corporate website, please read below.

Privacy on Curriculum Associates' Website

Curriculum Associates, LLC ("Curriculum Associates" or "We") respect your privacy and are committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or that you may provide when you visit or are routed to the website CurriculumAssociates.com (the "CA Website") and our practices for collecting, using, maintaining, protecting, and disclosing that information. This policy applies to information we collect on the CA Website. Information collected through the *i-Ready* platform is governed by the *i-Ready* Platform Data Handling and Privacy Statement. Information collected through *Ready Teacher Toolbox* is governed by the Teacher Toolbox Data Handling and Privacy Policy. Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. By accessing or using the CA Website, you agree to this privacy policy. This policy may change from time to time. Your continued use of the CA Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children under the Age of 13

The CA Website is not intended for children under 13 years of age. If you are under 13, do not use or provide any information on the CA Website. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information.

Information We Collect about You and How We Collect It

We collect several types of information from and about users of the CA Website, including information about your internet connection, the equipment you use to access the CA Website, and usage details.

We collect personal information directly from you when you provide it to us. If you provide us with your email address, we may attempt to contact you at that address regarding quote requests. We may also send you periodic emails about our products and our company.

As you navigate through and interact with the CA Website, we may use automatic data collection technologies, including Hotjar (as described below), to collect certain information about your equipment, browsing actions, and patterns including, but not limited to, usage details, IP addresses, and other information. We use Google Analytics™ to track and store this information. This information helps us to improve the CA Website and to deliver a better and more informative experience. The technologies we use for this automatic data collection may include cookies. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the CA Website. Unless you have adjusted your browser setting so it will refuse cookies, our system will issue cookies when you direct your browser to the CA Website.

Google Analytics™ is a trademarked brand feature of Google, Inc. in the US and/or other countries.

We use Hotjar in order to better understand our users' needs and to deliver a better and more informative experience with the CA Website. Hotjar is a technology service that helps us better understand our users' experience on the CA Website (e.g., how much time they spend on which pages, which links they choose to click on, etc.). Hotjar uses cookies and other technologies to collect data on our users' behavior and their device's IP address, captured and stored only in anonymized form. Hotjar also captures device screen size, device type (unique device identifiers), browser information, geographic location (country only), and preferred language used to display the CA Website. Hotjar stores this information in a pseudonymized user profile. Neither Hotjar nor CA will ever use this information to identify individual users or to match it with further data on an individual user. For further details, please see Hotjar's Privacy Policy by clicking on this link. Note that Hotjar is used on the CA Corporate Website only. It is not used in *i-Ready*.

You can opt out of the creation of a user profile, Hotjar's storing of data about your usage of the CA website, and Hotjar's use of tracking cookies on other websites by following this opt-out link.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information, to present the CA Website and its contents to you, to provide you notices, and to fulfill any other purpose for which you provide us the information.

Disclosure of Your Information

We may disclose personal information that we collect or you provide as described in this privacy policy to contractors we use to support our business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them. We may also disclose personal information to a buyer or other successor entity in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Curriculum Associates' assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Curriculum Associates about the CA Website users is among the assets transferred.

We may also disclose your personal information to comply with any court order, law, or legal process, including to respond to any government or regulatory request, to enforce our Terms of Use, or if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Curriculum Associates, our customers, or others.

Accessing and Correcting Your Information

You may send us an email at privacy@cainc.com to request access to, correct, or delete any personal information you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement. If you request deletion of your User Contributions on the CA Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other CA Website users. Proper access and use

of information provided on the CA Website, including User Contributions, is governed by our Terms of Use.

California and Nevada Residents

Click here for additional rights applicable to you effective as of January 1, 2020.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our Privacy Policy on this page. The most recent Privacy Policy is posted on the CA Website. The date the Privacy Policy was last revised is identified at the top of the page. You are responsible for periodically visiting the CA Website and this Privacy Policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at: privacy@cainc.com.

- Home
- Support
- Terms of Use

Terms of Use

Last Updated: May 22, 2018

Welcome to www.CurriculumAssociates.com (the "CA Website"), a website owned and operated by Curriculum Associates, LLC ("Curriculum Associates"). These Terms of Use apply to your use of the CA Website, and only the CA Website. To review the Terms of Use for the i-Ready® platform, please <u>click here</u>.

The following Terms of Use for the CA Website is a legal contract between you ("you," "You," or, collectively, "Users") and Curriculum Associates, regarding your use of the CA Website.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY REGISTERING FOR AN ACCOUNT WITH, ACCESSING, BROWSING, DOWNLOADING FROM OR USING THE CA WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE CA WEBSITE.

- 1. **Eligibility.** The CA website is a resource for customers and potential customers. By registering for an account with the CA website, you represent that you are at least 13 years of age and have not been previously suspended or removed from any Curriculum Associates web service.
- 2. **Privacy.** We take the protection of your personal information seriously, which is why Curriculum Associates has adopted the following privacy policy, which can be found by clicking here: <u>privacy policy</u>. Curriculum Associates' Privacy Policy is

- hereby incorporated into these Terms by reference. Please read our Privacy Policy carefully for information relating to Curriculum Associates' collection, use, and disclosure of your personal information.
- 3. **Individual Features and Services.** When using the CA Website, you will be subject to any additional posted guidelines or rules applicable to specific services and features that may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms.
- 4. **Modification of these Terms.** Curriculum Associates reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time with or without notice. Please check these Terms and any Guidelines periodically for changes. Your continued use of the CA Website after the posting of changes constitutes your binding acceptance of such changes.
- 5. **Digital Millennium Copyright Act.** Curriculum Associates respects authors' and content holders' rights. It is Curriculum Associates' policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please go to Curriculum Associates' DMCA Notification Guidelines in our Copyright and Trademark Policy.
- 6. Ownership and License Grants. The CA Website is owned and operated by Curriculum Associates. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, services, and all other elements of the CA Website provided by Curriculum Associates (the "Materials") are protected by United States copyright, patent, trade secret, trade dress and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained in the CA Website are the property of Curriculum Associates and its third-party licensors. All trademarks, service marks, and trade names are proprietary to Curriculum Associates or its third-party licensors. Except as expressly authorized by Curriculum Associates, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Curriculum Associates reserves all rights not expressly granted in these Terms.
- 7. **Prohibited Conduct.** The following behaviors are prohibited by Curriculum Associates. You hereby agree that you shall not:
 - rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer the licenses granted herein or any Materials;
 - o download or copy account information for the benefit of another merchant;
 - impersonate any person or entity, falsely claim an affiliation with any person or entity, access the CA Website accounts of others without permission, or perform any other similar fraudulent activity;
 - o delete the copyright or other proprietary rights on the CA Website;
 - use the CA Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing

- intellectual property and other proprietary rights, and data protection and privacy;
- remove, circumvent, disable, damage, or otherwise interfere with securityrelated features of the CA Website, features that prevent or restrict use or copying of any content accessible through the CA Website, or features that enforce limitations on the use of the CA Website;
- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the CA Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- modify, adapt, translate, or create derivative works based upon the CA Website or any part thereof;
- intentionally interfere with or damage operation of the CA Website or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious codes;
- use any robot, spider, scraper, or other automated means to access the CA Website for any purpose or bypass any measures Curriculum Associates may use to prevent or restrict access to the CA Website;
- interfere with or disrupt the CA Website, servers, or networks connected to the CA Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the CA Website;
- post, upload, or distribute marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other commercial content that detracts from the Curriculum Associates experience;
- upload any student work product or other materials that could be considered "education records" under the Family Educational Rights and Privacy Act ("FERPA").

Curriculum Associates reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized or inappropriate use of the CA Website.

8. **Account.** When you use the CA Website to create an account and create quotes, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to Curriculum Associates on registration and at all other times will be true, accurate, current, and complete. If you give us your email address, Curriculum Associates may use it from time to time to notify you about new products or to confirm transactions. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), then you agree to immediately notify Curriculum Associates. All

- quotes generated by the CA Website are estimates based upon the information you provide and are not a contract or agreement to provide products or services.
- 9. Indemnification; Disclaimer; Limitation of Liability. You agree to indemnify, defend, and hold Curriculum Associates, its affiliated companies, contractors, employees, agents, and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the CA Website, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. Curriculum Associates reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Curriculum Associates, and you agree to cooperate with Curriculum Associates' defense of these claims. Curriculum Associates will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

THE CA WEBSITE AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE CA WEBSITE ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE CA WEBSITE WILL BE UNINTERRUPTED, ACCURATE OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CURRICULUM ASSOCIATES, DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

UNDER NO CIRCUMSTANCES WILL CURRICULUM ASSOCIATES OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS OR THE CA WEBSITE, EVEN IF CURRICULUM ASSOCIATES OR A CURRICULUM ASSOCIATES-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL LIABILITY OF CURRICULUM ASSOCIATES OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS. YOUR USE OF THE CA WEBSITE OR YOUR INTERACTION WITH OTHER CA WEBSITE USERS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE EXCEED ONE THOUSAND US DOLLARS

(\$1,000).

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITIES CONTAINED IN THESE TERMS OF USE APPLY TO YOU TO THE FULLEST EXTENT THAT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

10. **Miscellaneous.** The failure of Curriculum Associates to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions. These Terms will be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state or federal courts in and for Boston, MA, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. These Terms, and all rights and licenses granted hereunder, may be assigned by Curriculum Associates without restriction. You may not assign or transfer your Curriculum Associates account.

If you are a copyright owner or an agent thereof, and you believe that any content hosted on our website (www.CurriculumAssociates.com) infringes your copyrights, then you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") as described in our Copyright and Trademark Policy.