



Kuta Software LLC
6308 Holland Meadow Lane
Gaithersburg, MD 20882

Site License Renewal

Products to Renew

Adds three years to the expiration date or begins a new three-year period for licenses that have expired. Products to be renewed must all be licensed to the same site.

Product	Serial Number (Ex. 1-A1MX-A1B2-C3D4-E5F6)
Infinite Precalculus	1-PCMV-WPTU-1D6N-XC72
Infinite Calculus	1-CAMN-RNDN-QMUN-N4AA

To locate your serial number, run the software and click on the menu Help > About. If your software has expired and you can't reach the main menu, click Deactivate and your serial number should appear (then click Cancel). If none of these work, visit our website and click Support > Serial Number Look Up.

Products to Add

New products each begin a three-year license period. New products must be used at the same site as products being renewed.

- ☒ Add Infinite Pre-Algebra
- ☒ Add Infinite Algebra 1
- ☒ Add Infinite Geometry
- ☒ Add Infinite Algebra 2
- ☐ Add Infinite Precalculus
- ☐ Add Infinite Calculus

Products to add

	Zero	One	Two	Three	Four	Five
One	\$262	\$536	\$800	\$1,063	\$1,324	\$1,585
Two	\$452	\$721	\$986	\$1,248	\$1,510	
Three	\$642	\$909	\$1,173	\$1,435		
Four	\$832	\$1,097	\$1,361			
Five	\$1,022	\$1,286				
Six	\$1,211					

Products
to renew

Example

You would like to renew:
Infinite Pre-Algebra
Infinite Algebra 1

You would like to add:
Infinite Geometry

This is renewing two products and adding one product.
This costs \$721.

Total Price

Price from table	\$1510
Tax	
Tax-exempt schools attach exemption certificate.	Include tax in WI, PA, NJ, IL (6.25% only)
TOTAL	

All prices are in US dollars.

Site Information

School & Campus Davis Senior High		
Address 315 West 14th Street		
City Davis	State CA	Zip Code 95616
Country USA		

Deliver Software To

Email **dblackwell@djUSD.net**

Phone **530-304-8570**

Payment Method

☐ Credit Card: Only mail or phone-in credit card numbers. Email and fax are insecure.

Card Number		
Expiration Date		
Name on card		
Billing Address		
City	State	Zip Code
Country		

☐ Check payable to Kuta Software LLC.

☒ Purchase order. Attach a signed copy.

Send to:

Kuta Software LLC
6308 Holland Meadow Lane
Gaithersburg, MD 20882

Fax: (866) 740-7994

orders@kutasoftware.com

Phone: (877) 563-2285

Kuta Works Terms of Use

This Terms of Use agreement (the "Terms") governs your use of the Kuta Works learning management system ("Kuta Works") available at works.kutasoftware.com. By indicating your acceptance of these Terms, you agree to be bound by and comply with them. If you do not agree to comply with these Terms, you should not indicate your acceptance of them, and may not use Kuta Works. Kuta Works is owned and operated by Kuta Software LLC.

To register for and use Kuta Works, you must read and accept the Privacy Policy and Terms of Use.

If you are under the age of 13, do not register for or use Kuta Works unless a teacher, parent, or legal guardian has instructed you to do so and has provided you with a course key.

Definitions

Desktop Software Product: Kuta Software LLC's products for Windows and Mac computers, including Infinite Pre-Algebra, Infinite Algebra 1, Infinite Geometry, Infinite Algebra 2, Infinite Precalculus, and Infinite Calculus.

Teacher User: A user who has access to a Kuta Works teacher account.

Student User: A user who has access to a Kuta Works student account.

Course: A course established in Kuta Works by a Teacher User.

Seats: A purchased Kuta Works seat that allows one Student User to register for one Course.

Course Key: An alphanumeric key that uniquely identifies a Kuta Works course, provided by a teacher to a student so the student may register for a Course.

Generated Question: The content of one question generated from a Desktop Software Product, including the question, answer, multiple choice answers, graphs, diagrams, images, directions, and formatting.

Modified Question: A Generated Question that has been modified by a Teacher User.

Custom Question: The content of a question created by a Teacher User using a Desktop Software Product with the "custom question" feature.

Assignment: An assignment created using a Desktop Software Product, which may be uploaded to Kuta Works and assigned to Student Users as part of a Course. Assignments contain headings, options, and may contain Generated Questions, Modified Questions, and Custom Questions.

License

Conditioned on your compliance with these Terms, we grant to you a personal, revocable, limited, non-exclusive, non-transferable license to access and use Kuta Works and all features associated with it. We reserve all rights of ownership in and to Kuta Works not expressly granted to you.

You agree that you shall not (i) access or attempt to access any Kuta Works account that you are not authorized to access, (ii) modify or attempt to modify Kuta Works in any manner or form, (iii) copy, distribute, or create derivative works based on the Kuta Works Content (as defined below), (iv) exploit the Kuta Works content in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity, or (v) sublicense, sell, resell, or otherwise convey Kuta Works or any elements thereof.

Your violation of any terms of these Terms may result in automatic termination of the licenses granted hereunder and your right to use Kuta Works. We reserve the right at any time to modify or discontinue, temporarily or permanently, Kuta Works or any part thereof with or without notice.

Acceptable Use

Student Users may use Kuta Works for its intended educational purpose, including:

- Creating a student account
 - A student may create the account directly; or where appropriate a parent, or guardian may create the account on the student's behalf. Creation of a student account requires an email account and a Course Key provided by a teacher.
- Registering for additional courses with teacher-provided Course Keys.
- Signing in and participating in Courses by accessing and completing Assignments.

Teacher Users may use Kuta Works for its intended educational purposes, including:

- Creating a teacher account.
 - Creation of a teacher account requires an email account.
- Creating Courses.
- Purchasing, sending, receiving, or viewing usage of Seats.
- Registering Student Users into a course using Seats.
- Viewing Course rosters.
- Dropping Student Users from a Course.
- Uploading assignments from Desktop Software Products.
- Posting Assignments for Student User access.
- Viewing student Assignment results.

Usage Limits

One Seat allows a Teacher User to register one Student User into one Course. A Course is active for 26 weeks from the start date specified by the Teacher User. Participation in a Course is only possible when it is active.

Intellectual Property Rights

Kuta Works Content

Except with respect to Custom Questions, Kuta Works and its content, including Generated Questions and Modified Questions (collectively "Kuta Works Content"), is owned by Kuta Software LLC, and may be protected by copyright, trademark, patent, trade secret, and/or other laws. Kuta Software LLC owns and retains all rights, including the worldwide copyright, in the Kuta Works Content solely and exclusively, for the duration of the rights in each country, in all languages, and throughout the universe. You may not use the Kuta Works Content in any way whatsoever except as in compliance with these Terms. You may not modify, rent, lease, loan, sell, distribute, redistribute, or create derivative works based on the Kuta Works Content.

Custom Questions

To the extent you own rights in any Custom Question you generate, you retain those rights. You hereby grant to Kuta Software LLC a non-exclusive, worldwide, royalty free license to copy, display, make derivatives of, and otherwise exploit the Custom Question for purposes of including the Custom Question within Kuta Works. You are solely responsible for the content of Custom Questions and are responsible for ensuring Custom Question do not contain inappropriate or offensive language or content which is owned by any third party.

Privacy

Personal information of Student Users and Teacher Users is protected as described in our Privacy Policy.

Disclaimers

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, KUTA SOFTWARE LLC PROVIDES KUTA WORKS AND ALL RELATED PRODUCTS AND SERVICES "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. KUTA SOFTWARE LLC MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAWS, KUTA SOFTWARE LLC DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHER VIOLATIONS OF RIGHTS.

KUTA SOFTWARE LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, KUTA WORKS. YOUR USE OF KUTA WORKS IS SOLELY AT YOUR OWN RISK.

Limitation of Liability

KUTA SOFTWARE LLC IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY WEBSITE, NETWORK, COMPUTER SYSTEMS, SERVERS, PROVIDERS, COMPUTER EQUIPMENT, OR SOFTWARE, OR FOR ANY FAILURE DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO COMPUTERS OR OTHER DEVICES ON OR THROUGH WHICH KUTA WORKS IS PROVIDED.

KUTA SOFTWARE LLC, ITS PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONTRACTORS, OR LICENSORS, WILL NOT BE LIABLE TO YOU FOR LOSS OF DATA, LOST INCOME, LOST PROFITS, ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR CLAIMS OF THIRD PARTIES. THESE LIMITATIONS OF LIABILITY FOR SUCH LOSSES WILL APPLY EVEN IF KUTA SOFTWARE LLC HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THEIR POSSIBILITY.

KUTA SOFTWARE LLC'S AGGREGATE LIABILITY ARISING UNDER OR WITH RESPECT TO YOUR USE OF KUTA WORKS WILL IN NO EVENT EXCEED THE TOTAL FEES PAID BY YOU.

Indemnification

You agree to indemnify, defend, and hold harmless Kuta Software LLC and its officers, directors, agents, employees, partners, and licensors, from and against any third-party claims, demands, expenses (including reasonable attorneys' fees) or liabilities of whatever nature of kind, due to or arising out of your use of Kuta Works, your violation of these Terms, or your violation or alleged violation of any rights, including copyright rights, of any third party.

General Conditions

These Terms constitute the entire agreement between you and Kuta Software LLC, and governs your use of Kuta Works, superseding any prior agreements (including, but not limited to, any prior versions of these Terms). No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms. If any part of these Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect. Our failure to enforce any right or provisions in these Terms will not constitute a waiver of that provision or any other provision of these Terms.

Changes to these Terms

Kuta Software LLC may revise and update these Terms from time to time. We will notify you at least 30 days in advance of substantive changes by posting a message on the service. Districts, schools, or other users that require direct notification may provide us contact information and we will contact you directly. Otherwise, you may view the most recent Terms at:

<https://cdn.works.kutasoftware.com/legal/terms.html>

Contact Us

If you have any questions or concerns about Kuta Software LLC, Kuta Works, or these Terms, please contact us at:

Kuta Software LLC
51 Monroe Street, Suite 203
Rockville, MD 20850
877-563-2285
works@kutasoftware.com

Kuta Works Privacy Policy

This Privacy Policy describes how Kuta Software LLC collects, protects, uses, and shares information of users of Kuta Works through works.kutasoftware.com. Kuta Works is owned and operated by Kuta Software LLC.

To register for and use Kuta Works, you must read and accept the Privacy Policy and Terms of Use.

If you are under the age of 13, do not register for or use Kuta Works unless a teacher, parent, or legal guardian has instructed you to do so and has provided you with a course key.

ABOUT KUTA WORKS

Kuta Works is a cloud-based learning management system for educational services. Teachers use Kuta Works to post assignments for their students. Assignments can be created with Kuta Software desktop computer products: Infinite Pre-Algebra, Infinite Algebra 1, Infinite Geometry, Infinite Precalculus, and Infinite Calculus. Students use Kuta Works to complete assignments.

Compliance and Certifications

- Kuta Works has been granted the iKeepSafe FERPA Badge, which validates our compliance with the Family Educational Rights and Privacy Act ("FERPA").
- Kuta Works has been granted the iKeepSafe COPPA Badge, which validates our compliance with the Children's Online Privacy Protection Act ("COPPA").
 - iKeepSafe is a FTC-approved COPPA Safe Harbor Organization.
 - For information on how consumers can ask questions or file complaints related to Kuta Works COPPA compliance, please email COPPAPrivacy@ikeepSAFE.org.
- Kuta Works has been granted the iKeepSafe California Student Data Privacy Badge, which validates our compliance with:
 - Protection of Pupil Rights Amendment ("PPRA")
 - California Education Code 49073.6 – Collection of Student Information from Social Media
 - California AB 1584, Education Code section 49073.1 – Privacy of Pupil Records: 3rd-Party Digital Storage and Education Software
 - Student Online Person Information Protection Act ("SOPIPA")
- Kuta Works has been granted the iKeepSafe ATLIS Badge, which validates our compliance with the privacy and security standards of ATLIS member schools.



Third Party Service Providers

Kuta Works uses Amazon Web Services (AWS) to host the application and for cloud computing and storage. All personal information is securely stored on AWS resources in the United States.

Kuta Works may use Google Analytics to track usage trends and Google reCAPTCHA to protect against automated attacks. This privacy policy describes some of the information collected from these services, but please read Google's privacy policy for more details.

STUDENTS

Students Under the Age of 13

In accordance with the Children's Online Privacy Protection Act ("COPPA") policies for online educational services, Kuta Software LLC requires the educational institution (teacher, school, or district), on behalf of the parents or legal guardians of a student under the age of 13, to provide consent for the online collection of personal information of the student through Kuta Works.

Educational institutions should evaluate this privacy policy and Kuta Works' Terms of Use to ensure Kuta Works complies with their privacy policies and other requirements. After the educational institution has obtained parental consent, teachers can provide a Kuta Works course key to the student, parents, or legal guardians to allow the student to register.

Personal Information Collected from Students

Entered by students during registration and stored in an AWS resource:

- First name
- Last name
- Email address
- Password

Entered by students during usage of the service and stored in an AWS resource:

- List of registered courses
- Selected answers to multiple choice problems
- Time spent on each problem
- Questions flagged for teacher's attention

Other Information Collected from Students

Collected for interactions with the service and stored in logs:

- Kuta Works user id
- Internet protocol address
- Time of https request

- Description of https request

Collected for interactions with the service through Google Analytics and Google reCAPTCHA and stored in cookies on the user's computer/device and Google server resources:

- Google assigned ids
- Internet protocol addresses
- Areas of site visited with date and time
- Operating system and browser settings
- Referring page
- Other data to track usage of site and ensure user is not abusing the service

Ownership of Student Personal Information

If Kuta Works is used in association with a school, student personal information is the property of and under the control of the school district--or the school itself if it is not part of a district. If Kuta Works is used by a tutor or other user not associated with a school, student personal information is the property of and under control of the registered teacher user.

Storage of Student Personal Information

Personal information entered from our users is encrypted and stored on US-based resources provided by Amazon Web Services. Amazon Web Services does not view or access personal information unless required by law.

Usage of Student Personal Information

Personal information is used solely to provide the services to users.

Kuta Works emails users during account registration and to notify them of updates to their account. Kuta Software LLC may email customers for technical support.

Access, Retention, and Deletion of Student Personal Information

Authorized employees of Kuta Software LLC have access to student personal information. All employees with access have passed criminal background checks and have signed confidentiality agreements.

Through Kuta Works, teachers can view personal information (account and assignment results) for students whom are registered in their courses.

Parents or legal guardians for a student under 18 years of age may request to view, correct, or delete their child's personal information by contacting the teacher for the course. In the event that the teacher has lost access to Kuta Works, a school or district may make a request to Kuta Software LLC to view, correct, or delete the information.

A student may delete their account. After the delete action is taken, the user will no longer be able to use the services. For courses in which the student is enrolled, the teacher will no longer see the student listed and will not be able to see the student's results. Within 7 days of the delete action, the student's personal information (account, registrations, and results) will be deleted from the active server resources. After an additional 35 days, the student's personal information will also be deleted from all rolling backups.

If a student account is inactive for one year, the account information will be automatically deleted. After 35 days, the student's account information will also be deleted from all rolling backups.

Student results will be automatically deleted 21 weeks after the associated course expires. After an additional 35 days, the student results will also be deleted from all rolling backups.

Disclosure of Student Information

Personal information may be disclosed to comply with legal processes.

In case Kuta Works is acquired by or merges with another business, personal information may be shared with or transferred to another company. In this case, advanced notice will be provided on the web site and this privacy policy will be updated.

Retention of Anonymous Student Information

Kuta Software LLC retains anonymous student result data, including answers to multiple choice problems and amount of time spent answering problems and assignments. This data is not associated with a user.

This data will be used for product analysis and improvement.

TEACHERS

Personal Information Collected from Teachers

Entered by teachers during registration and stored in an AWS resource:

- First name
- Last name
- Email address
- Password
- Phone number (optional)
- Location (optional)

Other Information Collected from Teachers

Entered by teachers during usage of the service and stored in an AWS resource:

- Course information such as course name, start date, and end date
- Assignment information such as title and due date
- Worksheets uploaded using our Kuta Software products: Infinite Pre-Algebra, Infinite Algebra 1, Infinite Geometry, Infinite Algebra 2, Infinite Precalculus, Infinite Calculus.
 - Problems in worksheets include problems generated by Kuta Software products, problems generated by Kuta Software products and then modified by the teacher, and custom questions created in Kuta Software products by the teacher
- Questions flagged for Kuta Software's attention

- History of transactions involving purchasing, sending, receiving, or using Kuta Works seats

Collected for interactions with the service and stored in logs:

- Kuta Works user id
- Internet protocol address
- Time of https request
- Description of https request details

Collected for interactions with the service through Google Analytics and Google reCAPTCHA and stored in cookies on the user's computer/device and Google server resources:

- Google assigned ids
- Internet protocol addresses
- Areas of site visited with date and time
- Operating system and browser settings
- Referring page
- Other data to track usage of site and ensure user is not abusing the service

Storage of Teacher Personal Information

Personal information entered from our users is encrypted and stored on US-based resources provided by Amazon Web Services. Amazon Web Services does not view or access personal information unless required by law.

Usage of Teacher Personal Information

Personal information is used solely to provide the services to users.

Kuta Works emails users during account registration and to notify them of updates to their account. Kuta Software LLC may email customers for technical support.

Access, Retention, and Deletion of Teacher Personal Information

Authorized employees of Kuta Software LLC have access to teacher personal information. All employees with access have passed criminal background checks and have signed confidentiality agreements.

Through Kuta Works, students will see personal information (first and last name) of the teacher for their courses.

A teacher user may delete their account. After the delete action is taken, the user will no longer be able to use the services. Within 7 days of the delete action, the teacher's user profile will be deleted from the active server resources. After an additional 35 days, the teacher's user profile will also be deleted from all rolling backups. A history of Kuta Works seats purchased, transferred, and used will be kept.

Disclosure of Teacher Personal Information

Personal information may be disclosed to comply with legal processes.

In case Kuta Works is acquired by or merges with another business, personal information may be shared with or transferred to another company. In this case, advanced notice will be provided on the web site and this privacy policy will be updated.

SECURITY/CHANGES

Internet Privacy and Security

Kuta Works uses best practices for Internet Security. To ensure secure communication from the user's web browser to the Kuta Works server, HTTPS (SSL) is used. To ensure personal information is securely stored, all personal information is encrypted at rest. To ensure user accounts are secure, passwords are hashed using industry standards.

No transmission over the Internet can be guaranteed to be secure and Kuta Software LLC cannot ensure or warrant the security of any information collected by Kuta Works.

Data Breach Procedure

In the event of a data breach, we will notify you by posting a message on the service. The message will contain details we can ascertain such as when the breach occurred, and what data was compromised. Notification will be made as soon as possible, but no later than 45 calendar days after confirmation of the breach. Districts, schools, or other users that require notification by phone, email, or writing may provide us contact information and we will contact you directly.

Changes to this Privacy Policy

Kuta Software LLC may revise and update this Privacy Policy from time to time. We will notify you at least 30 days in advance of substantive changes by posting a message on the service. Districts, schools, or other users that require direct notification may provide us contact information and we will contact you directly. Otherwise, you may view the most recent Privacy Policy at: <https://cdn.works.kutasoftware.com/legal/privacy.html>

Contact Us

If you have questions or concerns about Kuta Software LLC, Kuta Works, or this Privacy Policy, please contact us at:

Kuta Software LLC
51 Monroe Street, Suite 203
Rockville, MD 20850
877-563-2285
works@kutasoftware.com

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and San Joaquin County Office, and which is dated 4/24/19 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: Kuta Software

BY: Matthew Kauppi

Printed Name: Matthew Kauppi

Date: April 29, 2019

Title/Position: Manager

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: Amari Watkins

Printed Name: Amari Watkins

Date: 10/1/2020

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: _____

Title: _____

Email Address: _____

AMENDMENT
TO THE
Kuta Software, LLC
AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT
(Venue and Data Privacy Law)

This Contract Amendment executed by Kuta Software, LLC

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.

Kuta Software, LLC

By: Kuta Software LLC

Name: Steven Rodriguez

Title: Customer Service

Date: 9/4/2020

235-115/4541706.1

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: 

Name: Amari Watkins

Title: Associate Superintendent of Business

Services

Date: 10/1/2020