



Voyager Sopris Learning
Cambium Learning Group, Inc.
Attn: Order Entry Department
17855 Dallas Pkwy, Suite 400
Dallas, Texas 75287
Phone: (800) 547-6747
Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com

Quote Number 00102127
Created Date 5/20/2021

Quote To Jennifer Dilks
Phone (814)723-6900
Email dilksj@wcsdpa.org

Bill To Name Warren Co School District
Bill To 6820 Market St
Russell, PA 16345
US
Ship To Name Warren Co School District
Ship To Warren County School District Central
Warehouse
101 School Street
Sugar Grove, PA 16350
US

Sales Executive

Dutch Whigham
9456
dutch.whigham@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
Acadience Reading K-6 ALO Digital Administration Data Management and Reporting Customer Loyalty	374221	1,700.00	\$5.95	\$10,115.00

Total Price \$10,115.00
S&H \$0.00
Tax \$0.00
Total Due \$10,115.00

Comments

*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.

All Acadience licenses are annual licenses (Aug 1-July 31). Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.
- A contact name and email address are required for all products with digital components.

Customer Name: _____

Customer Purchase Order No.: _____

Use Agreement No.: _____

The school, school district, or other educational agency identified above (“Customer”) may use the Acadience Learning Inc. (“ALI”) Acadience Data Management system (“ADM”) as set forth below in this Use Agreement (“Agreement”).

1. **Subscription to ADM.** Customer has issued the Customer Purchase Order No. identified above (“Initial Purchase Order”) for the use of ADM. This Agreement constitutes Customer’s subscription to use, and grants to Customer the right to use, ADM for the number of ADM student licenses, and for the period or term, specified in the Initial Purchase Order and in any subsequent purchase orders expressly made subject to this Agreement by reference to the Use Agreement No. set forth above (“Subsequent Purchase Orders”). The term of this Agreement (“Term”) commences on the beginning of the first academic or school year, or other relevant period, set forth in the Initial Purchase Order and will expire at the end of the latest academic or school year (or other relevant period) set forth in the Initial Purchase Order and any Subsequent Purchase Orders, unless earlier terminated as provided in this Agreement.

2. **Scope.** During the Term, Customer may enter into ADM data relating to students, Acadience assessments, and other assessment or educational data (“Customer Data”). All Customer Data is the property of Customer, is controlled by Customer, and will be accessible to Customer during the Term (including for purposes of deletion and modification pursuant to Section 4 below) and during the Export Period (as provided in Section 8 below). Customer Data is available to ALI only for the purposes described in Section 3 of this Agreement, and in no event will ALI (a) use Customer Data to target advertising to students; (b) use Customer Data to amass a profile of a student, except as necessary to provide the ADM service to Customer; (c) sell, rent, or trade Customer Data for commercial purposes except as permitted by state and federal law; or (d) otherwise release or disclose Customer Data except as described in this Agreement.

3. **Purposes.** The purposes of this Agreement are (a) to provide Customer access to and use of ADM for the number of student licenses during the Term as provided above in Section 1; (b) to provide ALI with access to and use of Customer Data as necessary to provide the ADM service to Customer; and (c) to allow ALI, during the Term and following termination of this Agreement, to access, analyze, and otherwise use Research Data (as that term is defined below in this Section 3) for “Research Use” (as that term is also defined below in this Section 3) but only in compliance with the provisions of the Family Educational Rights and Privacy Act (“FERPA”) and the regulations promulgated thereunder in 34 CFR Part 99. As used in this Agreement, “Research Data” includes Customer Data from which ALI has removed all “personally identifiable information” as defined in 34 CFR § 99.3 (“PII”), thereby creating “de-identified” Research Data that may be used for Research Use consistent with the provisions of 34 CFR § 99.31(b). For clarity, as used in this Agreement, “Customer Data” does not include “Research Data”. During the Term, and following expiration of the Term or earlier termination of this Agreement, ALI may use Research Data for or in connection with research, development, and related purposes, including but not limited to publishing technical reports and articles, conducting training, and engaging in further research and development activities (collectively, “Research Use”).

4. **Customer Correction or Deletion of Data.** Customer may correct or delete any factually inaccurate Customer Data (including Customer Data containing PII) at any time during the Term using the correction and deletion tools available to Customer through ADM. An individual student (or parent or guardian of a student) seeking review of Customer Data (including Customer Data containing PII) pertaining to such student must submit its request to Customer, and, if such a student (or parent or guardian of a student) contacts ALI directly, he or she will be referred to Customer. During the Term Customer may also request that ALI delete all Customer Data containing “personally identifiable information” as that term is defined in 34 CFR § 99.3 (“PII”), and, unless a court order, subpoena, or similar legal or administrative proceeding requires otherwise, ALI will honor that request as soon as is reasonably practicable. Customer acknowledges and agrees that in the event that any Customer Data is altered or deleted as provided in this Section 4, the usefulness and functionality of the Service may be reduced and any reduction in functionality or usefulness that results from the deletion of Customer Data, at Customer’s request, shall under no circumstances constitute a breach of this Agreement.

5. **Security and Protection of Student Data.**

(a) ALI will protect the confidentiality of Customer Data entered into ADM as required of ALI by the applicable State and Federal laws governing student privacy. Without limiting the generality of the foregoing, ALI will adhere to the following security procedures: (i) Customer Data will be stored in one or more password-protected servers located in the United States; (ii) ALI will provide Customer with one or more ADM accounts and associated passwords that are distinct from the accounts for other users of ADM and that allow Customer’s personnel to access Customer Data through ADM; (iii) internet transfers of Customer Data between Customer and ADM will occur only through encrypted protocols; (iv) data will be encrypted while at rest; (v) all ALI staff with access to Customer

Data containing PII will undergo background checks and receive training in data security and confidentiality; and (vi) backup copies of Customer Data will be encrypted and stored onsite and/or offsite in secure locations in the United States and, unless otherwise required by a court order, subpoena, or similar legal or administrative proceeding or ALI's document retention policy, will be destroyed upon the earliest of (A) ALI receiving a request from Customer to delete such Customer Data; (B) shortly following the expiration of the Export Period (as provided below in Section 8); or (C) ALI performing a scheduled deletion of backups.

(b) During its use of ADM, Customer will use ADM in accordance with applicable specifications and documentation provided or made available to Customer by ALI, which may be periodically updated by ALI ("Documentation"), and will comply with all applicable laws and industry standards and practices concerning privacy, data protection, confidentiality and information security, including: (i) appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of all PII and other sensitive information; (ii) a security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to third parties; and (iii) appropriate internal practices including, but not limited to, encryption of data in transit or at rest; permitting only authorized users access to systems and applications; and requiring users to safeguard passwords and other information used to access ADM. Customer further agrees to maintain adequate training and education programs to ensure that its employees and any others acting on its behalf are aware of and adhere to Customer's privacy, data protection, confidentiality and information security practices.

(c) Customer represents and warrants that Customer has obtained all necessary permissions to disclose the Customer Data to ALI. Customer will be bound by any terms of use, privacy statements, and other agreements regarding the use of ADM between Customer and ALI (collectively, "Ancillary Agreements"). Customer (including any of Customer's employees, contractors or other agents) may not and will not: (i) assign, license, sublicense, transfer, pledge, or otherwise transfer all or any of Customer's rights under this Agreement; (ii) access the source code for or reverse assemble, reverse compile, reverse engineer, cross compile or otherwise adopt, translate or modify ADM; (iii) enter data into ADM for more than the number of students for which current student licenses are purchased by Customer under the Initial Purchase Order or Subsequent Purchase Orders.

6. **Re-disclosure of Customer Data Containing PII.** ALI will only re-disclose Customer Data containing PII: (a) at the request of Customer; (b) as required by a court order, subpoena, or similar legal or administrative proceeding; or (c) for other purposes described in ALI's most current privacy statement applicable to ADM, or as otherwise permitted by both federal law and the law of Customer's state. To request that ALI re-disclose Customer Data containing PII pursuant to this Section 6, Customer must fill out a Data-Sharing Addendum (an "Addendum") that specifically names recipients that Customer desires ALI to re-disclose Customer Data to on behalf of Customer ("Authorized Recipients"). In completing and submitting an Addendum to ALI, Customer acknowledges, affirms, and certifies that all Authorized Recipients named by Customer have a legitimate interest in the Customer Data under 34 CFR § 99.31, as briefly described by Customer in the Addendum, and that disclosure to such Authorized Recipient meets the disclosure requirements of 34 CFR § 99.31. ALI will re-disclose Customer Data to Authorized Recipients on behalf of Customer through ADM access or as otherwise requested by Customer and agreed to by ALI, in its sole discretion.

7. **Security Breach Notifications.** If either party discovers that there has been an unauthorized release, disclosure, or acquisition of Customer Data or unauthorized access to ADM (a "Security Breach"), the party discovering the Security Breach will inform the other party in writing within twenty-four (24) hours of discovering the Security Breach. The parties will investigate the causes and consequences of the Security Breach and will attempt to minimize the risk of any further unauthorized releases, disclosures, or acquisitions. Each party agrees to provide reasonable and expeditious assistance to the other party in investigating a Security Breach. If Customer elects to or is required by law any governmental agencies or individuals whose data was or may have been involved in the Security Breach, Customer will be solely responsible for making such notifications.

8. **Termination; Effect of Termination.** This Agreement will terminate on the earlier of the expiration of the Term or as otherwise described in this Section 8. Either party may terminate this Agreement upon thirty days' written notice to the other party if the other party is in material breach of the other party's obligations under this Agreement, the Initial Purchase Order or Subsequent Purchase Orders, or any Ancillary Agreement (and, for this purpose, a material breach includes, but is not limited to, failure to make a payment as and when required); provided, that the party in breach shall be given thirty (30) days to cure the breach. However, ALI may terminate this Agreement immediately upon written notice to Customer (without a cure period) if Customer is in breach of Section 5(c) above, or if ALI reasonably believes that Customer has misappropriated or materially damaged or jeopardized ADM or ALI's Intellectual Property Rights (as defined below in Section 9) in ADM. Upon expiration of the Term or earlier termination of this Agreement, Customer will immediately cease using ADM except that, for a period of one hundred twenty (120) days following the expiration of the Term or earlier termination of this Agreement, Customer may export its Customer Data ("Export Period") by using the export tools available to Customer through ADM. During the Export Period, Customer will continue to be bound by the terms and conditions set forth herein regarding access to and use of ADM. Upon expiration of the Export Period: (a) Customer will not enter Customer Data into ADM, produce or export any reports or data sets from ADM, or otherwise access or use ADM; (b) ALI will delete all Customer Data that

AGREED to by the undersigned Customer on _____, 20____.
(Month and Day) (Year)

CUSTOMER AGENCY:

(Signature of Representative Executing Use Agreement)

(Print Name of Representative Executing Use Agreement)

(Title of Representative)

(Print name of Customer School District, Private School, or Multi-School Agency)

(Mailing Address)

(City)

(State or Province)

(Zip or Postal Code)

(Country)

(Phone)

(E-Mail Address)

(Agency - NCES ID, if applicable)

CUSTOMER ACCOUNT MANAGER - The person listed below is the Customer Account Manager who will receive the initial username and password needed to log in and will have full administrative access to the account:

(Name)

(Title)

(Agency)

(Mailing Address)

(City)

(State or Province)

(Zip or Postal Code)

(Country)

(Phone)

(E-Mail Address)

(Staff ID)

contains PII from its live and backup servers as soon as is reasonably practicable; and (c) ALI may use Research Data following expiration of the Term or earlier termination of this Agreement, as provided above in Section 3. The provisions of Sections 3, 8, 9, 10, and 11 will survive the expiration or termination of this Agreement.

9. **Intellectual Property.** ALI owns and retains all right, title, and interest in and to ADM and all Intellectual Property Rights (as defined below in this Section 9) embodied therein and related thereto, and nothing in this Agreement shall be interpreted or construed to transfer any right, title, or interest in or to ADM, or the Intellectual Property Rights in ADM, to Customer. As used in this Agreement, the phrase "Intellectual Property Rights" means all intellectual and industrial property rights recognized in any jurisdiction, including copyrights and moral rights, trade secrets, patent rights, mask work rights, rights in inventions, trademarks, trade names and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).

10. **Limited Warranty and Exclusions.** ALI represents and warrants to Customer that ADM, when properly used and operated, will conform in all material respects to ALI's Documentation. As ALI's sole obligation, and Customer's exclusive remedy, in the event of any breach of the foregoing warranty, ALI shall make reasonable efforts to repair or replace ADM so that it conforms as warranted. The limited warranty set forth in this Section 10 shall not apply in the event that a nonconformity results from (a) a modification to ADM not approved by ALI, (b) Customer's misuse of or damage to ADM, (c) third party supplied software or equipment that has not been certified by ALI as compatible with ADM, (d) upgrades or updates to third-party supplied software or equipment not certified by ALI as compatible with ADM, or (e) Customer's failure to meet its obligations under Section 7.

EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO A SECURITY BREACH, THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ALI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. CUSTOMER AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ALI, AND ALI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, THAT THE OPERATION OF ADM WILL BE ERROR-FREE, OR THAT THE CUSTOMER DATA WILL BE FREE FROM CORRUPTION OR LOSS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALI MAKES NO WARRANTY REGARDING THE RELIABILITY OR ACCURACY OF INFORMATION AND DATA GENERATED BY CUSTOMER'S USE OF ADM, NOR REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF CUSTOMER'S EXISTING DATA. NO ACTION AGAINST ALI FOR BREACH OF THIS LIMITED WARRANTY MAY BE COMMENCED MORE THAN 120 DAYS FOLLOWING THE TERMINATION OF THIS AGREEMENT.

11. **Limitation of Liability.** IN NO EVENT WILL ALI BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY OR PERSON FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST PROFITS, REPLACEMENT COSTS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF ADM, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, BREACH OF DUTY, STRICT LIABILITY OR OTHERWISE. EXCEPT FOR CLAIMS ARISING FROM OR RELATING TO A SECURITY BREACH, ALI'S CUMULATIVE LIABILITY FOR ANY CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT AND ADM WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER AS PROVIDED IN THE INITIAL PURCHASE ORDER OR SUBSEQUENT PURCHASE ORDERS WITHIN ONE YEAR IMMEDIATELY PRECEDING THE CUSTOMER'S WRITTEN NOTICE TO ALI OF SUCH CLAIM OR DAMAGES.

12. **Partial Invalidity; Conflicting Terms.** If any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. In the event that the a term or condition set forth the Initial Purchase Order or Subsequent Purchase Orders conflicts with a term or condition contained in this Agreement, the provisions of this Agreement will control unless ALI agrees in writing that the conflicting provision in the Initial Purchase Order or any Subsequent Purchase Orders controls.

ACCEPTED and AGREED to by ALI effective as of July 1, 2020, by:

/s/ Roland Good

Roland H. Good III, Ph.D., President
Acadience Learning Inc.
859 Willamette St., Suite 320
Eugene, OR 97401

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fax: 866-211-1450
e-mail: info@acadiencelearning.org