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Quotation

12 month subscription renewal (07/01/2024 - 07/01/2025)

Date: 12/11/2023

Quote #: 20231211214901

Description	Amount
Quotation for a 12 month subscription renewal to NoodleTools for Warren County School District (07/01/2024 - 07/01/2025). Includes on-campus and remote access. Unlimited concurrent usage. Note: Price includes a 20% full-district license discount Quotation requested by: Jeanette Walter Email (orders@noodletools.com), fax (650-618-1911) or mail purchase order (if using one). Please also follow the directions to renew: http://noodle.to/renew Your renewal request will be processed within 48 hours, at which time you will receive an e-mail confirming the account was renewed.	\$768.00 USD
Tax:	\$0.00 USD
Shipping:	\$0.00 USD
Total:	\$768.00 USD

This quotation is valid for subscriptions purchased on or before December 31, 2024.

If you have any questions concerning this quotation or an existing subscription, please contact Damon Abilock at the phone or e-mail at the top of this quotation.

THANK YOU FOR YOUR INTEREST IN NOODLETOOLS SUBSCRIPTION SERVICES!

Terms of Service

Terms of Service

last modified: August 20, 2020

1. Acceptance of Terms of Service

These Terms of Service will govern your use of the **NoodleTools** website (“NoodleTools”). By using any of the tools available on the site, you are indicating your agreement to be bound by these Terms of Service as such terms may be modified from time to time. These Terms of Service govern your use of NoodleTools and all services provided in connection with NoodleTools. If you do not agree to these Terms of Service, do not subscribe to or enter NoodleTools. If these Terms of Service change, a note will be posted on the NoodleTools home page requesting that you review this document again. If you do not agree to the changes in the Terms of service as they may occur, please arrange to terminate your subscription with NoodleTools, Inc. immediately (i) by notifying NoodleTools, Inc. of your unwillingness to accept the changes to the Terms of Service; and (ii) by discontinuing your use of NoodleTools. Your continued use of NoodleTools will signify your acceptance of any change in the terms and conditions set forth herein.

From time to time NoodleTools, Inc. may supplement these Terms of Service with additional terms pertaining to specific content or events (“Additional Terms”), which Additional Terms may be placed on NoodleTools to be reviewed in connection with the specific content or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms of Service.

2. Registration Information/Privacy Policy

NoodleTools, Inc. employs the third-party payment processing system [Stripe](#). If you are paying for a subscription using Stripe, their [privacy policy](#) is available online.

Any information provided by you or gathered by NoodleTools, Inc. or third parties during any visit to NoodleTools shall be subject to the terms of the NoodleTools Privacy Policy, which is incorporated herein by reference. NoodleTools, Inc. reserves the right to offer you third party services and products.

If you are a student under the age of 13 purchasing an individual subscription, NoodleTools, Inc. requires that a parent or guardian completes the subscription form for you.

NoodleTools, Inc. reserves the right to terminate your NoodleTools subscription if NoodleTools, Inc. learns that you have provided false or misleading registration information.

7. Termination

NoodleTools, Inc. reserves the right, at its sole discretion, to immediately, without notice, suspend or terminate (i) your access to these Terms of Service; and/or (ii) your subscription or ability to access NoodleTools and/or any other service provided to you by NoodleTools, Inc. upon any breach by you of the Terms of Service.

8. Modifications of these Terms of Service

NoodleTools, Inc. may modify these Terms of Service from time to time in its sole discretion. Each time you log in to NoodleTools, you will be deemed to have accepted any such changes. In the event we make a significant modification to these Terms of Service, we will also post a note on the NoodleTools home page stating that the Terms of Service has changed.

9. Modifications to NoodleTools

NoodleTools, Inc. may update, add or remove content from the NoodleTools website with or without notice to you and without liability to you or any third party. If the NoodleTools subscription service is discontinued for any reason, teacher/school/district subscribers may request a refund of a prorated amount of their current subscription cost. Individual subscriptions will not be refunded.

10. Content of Messages

You alone are responsible for the content of your messages, and the consequences of any such messages. NoodleTools, Inc. reserves the right to terminate your service if it becomes aware and determines, in its sole discretion, that you are violating any of the following guidelines.

Any use by you of any other subscriber's information, personal or otherwise, for any commercial purpose or to obtain direct financial gain (e.g. mass marketing) is prohibited. Any such use shall be deemed to be a violation of these Terms of Service. NoodleTools is to be used by you for your personal use only. Commercial uses of NoodleTools are strictly prohibited unless prior written consent from NoodleTools, Inc. has been granted.

You further agree not to use NoodleTools to send or post any message or material that is unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, racially offensive, or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, or encourage the use of controlled substances. For purposes of the immediately preceding sentence, "masked" vulgarity, obscenity or profanity (e.g. "f*ck") is deemed to be equivalent to including the actual objectionable word, phrase or symbol in your post, message or otherwise on NoodleTools. NoodleTools, Inc. reserves the right to delete any such material from the site. NoodleTools, Inc. will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Service contained in this Section 6.

You agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of NoodleTools, Inc. You further agree not to use an inappropriate username of any kind.

You agree not to post or use NoodleTools to distribute or send any illegal material of any kind, including but not limited to, illegal material in the form of text, graphics, video, programs or audio. Posting content or participating in any form of discussion with the intention to commit any illegal activity is strictly prohibited.

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7. Subscription Username and Password

You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify NoodleTools, Inc. of any unauthorized use of your subscription or password.

8. Notification of Any Possible Copyright Infringement

In the event you believe that material or content published on the NoodleTools website may infringe on another’s or your copyright, please send a detailed message to us via the Helpdesk.

9. Disclaimer of Warranties

You expressly agree that use of NoodleTools is at your sole risk. NoodleTools is provided on an “as is” and “as available” basis. NoodleTools, Inc. expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

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you understand and agree that any material and/or data downloaded or otherwise obtained through the use of NoodleTools is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

You understand and agree that NoodleTools, Inc. does not guarantee the accuracy or completeness of any information in or provided in connection with the site. NoodleTools, Inc. is not responsible for any errors or omissions or for the results obtained from the use of such information.

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0. Limitation of Liability

NoodleTools, Inc. shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use NoodleTools or for the cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through NoodleTools or resulting from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangibles even if NoodleTools, Inc. has been advised of the possibility of such damages.

1. Indemnification

You agree to indemnify and hold each of NoodleTools, Inc., their affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of NoodleTools, the violation of these Terms of Service by you, or the infringement by you, or any other subscriber of your account, of any intellectual property or other right of any person or entity.

Such indemnification shall be revised or waived in the case that state law prevents you as subscriber from entering into such provisions, or in the situation that NoodleTools, Inc. has separately entered into alternate indemnification provisions with you or your site.

2. Applicable Law

These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws provisions. By registering for or entering NoodleTools, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in California, *unless another state of jurisdiction is required by the subscriber.*

3. Remedies for Breach of these Terms by You

In the event that NoodleTools, Inc. determines, in its sole discretion, that you have breached any portion of these Terms of Service, or have otherwise demonstrated conduct inappropriate for the community of NoodleTools, NoodleTools, Inc. reserves the right to (i) warn you via email that you have violated these Terms of Service; (ii) delete any content provided by you or your agent(s) to NoodleTools; (iii) delete all content provided by you to NoodleTools; (iv) discontinue your subscription(s) with NoodleTools; (v) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) any other action which NoodleTools, Inc. deems to be appropriate.

If your subscription(s) with or ability to access NoodleTools and/or any other service provided to you by NoodleTools, Inc. is discontinued by NoodleTools, Inc. due to your violation of any portion of these Terms of Service or for conduct otherwise inappropriate for the community of NoodleTools, then you agree that you shall not attempt to re-register with or access NoodleTools, and/or any other service provided by NoodleTools, Inc., through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, NoodleTools, Inc. reserves the right, in its sole discretion, to immediately take any or all of the actions set forth in subsections (ii), (iii), (iv), (v) and (vi) above without any notice or warning to you.

4. Miscellaneous

In the event that any provision of the Terms of Service conflicts with the law under which the Terms of Service are to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Service, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Service will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Service or to exercise any right under the Terms of Service will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

NoodleTools, Inc. may assign its rights and obligations under these Terms of Service and upon such assignment NoodleTools, Inc. may be relieved of any further obligation hereunder.

you represent to NoodleTools, Inc. that you have the authority to register with or visit NoodleTools according to these Terms of Service.

These Terms of Service and any Additional Terms (as such terms shall be identified when posted on NoodleTools) constitute the entire understanding between the parties as to the subject matter hereof, and supersede all prior agreements and understandings. Any legally unenforceable provision of these Terms of Service will, at the election of NoodleTools, Inc., be deleted or modified to correct the defect and, regardless, the remainder of the terms of these Terms of Service will remain valid and enforceable.

NoodleTools, Inc. reserves the right to charge fees, surcharges and/or membership fees at any time.

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