

Customer Agreement

This Customer Agreement (the "Agreement") is entered into by and between [] (the "District"), with offices at [] and Curriculum Associates, LLC ("Curriculum Associates"), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect on [Date] (the Effective Date").

- 1. License.** Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and/or the e-book versions and digital components of Ready Classroom™ Mathematics, and/or Ready® Teacher Toolbox for Math and/or Reading (together, the "Digital Products") for the number of users (or the number of site licenses) listed on the Price Quote or Cost Estimate included as Exhibit A (the "Price Quote"), solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement. If any components of the Digital Products are not listed on the Price Quote, they are not included in the scope of the license.
- 2. Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Digital Products, unless earlier terminated in accordance with Section 11 hereof.
- 3. Pricing and Payment.** Pricing for the Digital Products, and any other products being purchased by the District, are listed on the Price Quote. The Digital Products and any other such products purchased under the Price Quote may be referred to in this Agreement as "Products". The District will provide Curriculum Associates a valid Purchase Order within ten (10) days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.
- 4. Copyright and Proprietary Rights.** The Products and the content contained therein, and any training material provided in connection with the Services, are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Products and in the software, text, graphics, images, design elements, audio, music and all other materials contained in the Products are reserved by Curriculum Associates and its licensors. The District may not use the Products in any manner that infringes the proprietary rights of any person or entity.
- 5. Data Ownership and Security.** In connection with the District's use of i-Ready®, the District will be asked to provide Curriculum Associates with data about the District's students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District delivers to Curriculum Associates (either directly or through a third party) in connection with the use of i-Ready® by its students as educators. As the District's students use i-Ready®, data will be generated about students' usage, performance and progress. Both the information the District delivers and the data generated by students' usage will be referred to in this Agreement as "Covered Information". The District shall own all right, title and interest in and to the Covered Information. However, the District hereby grants Curriculum Associates a limited, royalty-free license during the term of this Agreement to use the Covered Information to host and make access to i-Ready® available to the District and otherwise fulfill its obligations under this Agreement.

Curriculum Associates takes the protection of Covered Information, particularly personally-identifiable Covered Information, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Covered Information to advertise or market to students or parents. Curriculum Associates will not materially change how Covered Information is used or shared under the terms of this Agreement without the prior written consent of the District. All Covered Information held by Curriculum Associates will be made available to the District upon the District's written request.

District hereby grants Curriculum Associates a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with the Family Education Rights Privacy Act ("FERPA"). Such uses may include research analyzing the efficacy of i-Ready, studies focused on improving educational systems and student outcomes more generally, or development efforts related to our product and service offerings. De-identified Data is not considered Customer Data. For purposes of this Agreement, "De-identified Data" means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students.

6. Compliance with Student Online Personal Protection ("SOPPA").

(a) General. Curriculum Associates and District agree to comply with the Student Online Personal Protection Act (105 ILCS 85) ("SOPPA") as described on the SOPPA Compliance Addendum attached as Exhibit B hereto (the "Addendum").

(b) Publication of Required Terms. If the District maintains a website, District will publish the Addendum on the school's website. If the District does not maintain a website, the District will make the Addendum available for inspection by the general public at its administrative office. The parties agree that only the Addendum, and not the other portions of this Customer Agreement, shall be published on District's website or made available in its administrative office.

7. Access to the Digital Product. The District's authorized users will need valid usernames and passwords to access the Digital Products. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District's usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Digital Products available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

8. Limitations of Use. The District shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Digital Products; (b) modify, copy, translate or create derivative works based on the Digital Products or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Digital Products; (d) use the Digital Products for timesharing purposes or otherwise for the benefit of a third party other than students or staff within the

District's organization; or (e) remove any proprietary notices from the Digital Products.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Digital Products content or information, or information accessed at other sites through links made from the Digital Products, other than printing out or downloading reasonable portions of the text and images for use in connection with the work of the District's organization. If the District's users leave the Digital Products via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District's use of that third party site will be governed by that site's terms of use, not this Agreement.

The District must use the Digital Products in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

- 9. Services.** If the Price Quote includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.
- 10. No Subcontractors.** Curriculum Associates hereby confirms that it does not use Subcontractors to perform the Services. If, in the future, Curriculum Associates plans to use or uses any Subcontractors, then, in accordance with Section 15.6 of SOPPA, Curriculum Associates will provide a list to District that identifies any such Subcontractors. While not considered a Subcontractor for the purposes of this Agreement, Curriculum Associates' Digital Products are hosted by a third-party cloud hosting provider that complies with FERPA and other statutory requirements related to the access and use of student data.
- 11. Limitation of Warranties and Liability.** EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.
- 12. Termination.** Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, or any portion of the licenses granted hereunder, effective immediately upon written notice, for non-payment by the District.

13. **Notice.** Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862
Attention: Jill Bradford, Vice President, General Counsel
Tel: 978-339-4388
Fax: 800-355-1158
jbradford@cainc.com

District

[Address]

Attention:

Email address

Notices may be provided by electronic mail.

14. **Choice of Law and Jurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by laws and courts of the State of Illinois, without regard to its conflict of law principles. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
15. **Entire Agreement.** This document and all exhibits (the terms of which are incorporated herein), attachments and subsequent District purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

District

Gawn D 37

Name: Julie Boma, Ed.D.

Title: Superintendent

Curriculum Associates, LLC

Robert Waldron

Chief Executive Officer

Exhibit A

Price Quote

[To be provided]

Exhibit B

SOPPA Compliance Addendum

WHEREAS, the District and the Curriculum Associates entered into an agreement for technology services (the "Customer Agreement").

WHEREAS, the District is an Illinois school or school district subject to all state and federal laws governing education, including but not limited to the Student Online Personal Protection Act ("SOPPA") and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, SOPPA requires, in part, that any agreement between District and a third-party service provider must include certain terms;

WHEREAS, the District and Curriculum Associates desire to have the Customer Agreement and the services provided comply with SOPPA.

NOW, THEREFORE, the Parties agree as follows:

1. List of Categories of Covered Information. The categories of Covered Information (as defined in the Customer Agreement) that may be provided by District to Curriculum Associates are as described in the "Student Data Obtained and Collected" paragraph of the Curriculum Associates Data Handling Statement, available at https://cdn.i-ready.com/instruction/content/system-check/iReady_Privacy_Policy.pdf.
2. List of Services. Curriculum Associates will provide to District certain online educational services, which may include: i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and/or the e-book versions and digital components of Ready Classroom™ Mathematics, and/or Ready® Teacher Toolbox for Math and/or Reading.
3. School Official; Limited Use. Pursuant to FERPA, Curriculum Associates is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the school would otherwise use employees, under the direct control of the school, with respect to the use and maintenance of Covered Information. Curriculum Associates uses the Covered Information only for authorized purposes and cannot re-disclose it to third parties or affiliates, unless otherwise permitted under applicable law, without permission from District or pursuant to court order.
4. Security Standards. Curriculum Associates will, at all times, maintain reasonable security procedures and practices that meet or exceed industry standards designed to protect the Covered Information from unauthorized access, destruction, use, modification, or disclosure, and as further described in the Data Handling Statement referenced above.
5. Breaches. In case of any breach, Curriculum Associates shall, within the most expedient time reasonably possible and without unreasonable delay, but no later than thirty (30) calendar days after the determination by Curriculum Associates that a breach has occurred, notify the District of any breach of District's students' covered information. In the event of a breach attributed to Curriculum Associates, the reasonable costs and expenses incurred by the District in investigating and remediating such breach will be reimbursed by Curriculum Associates. The costs and expenses may include, but are not limited to:

- (i) providing notification to the parents of those students whose Covered Information was compromised and to regulatory agencies or other entities as required by law or contract;
- (ii) legal fees, audit costs, fines, and any other fees or damages imposed against the school to the extent arising from such security breach, and;
- (iii) providing any other notifications or fulfilling any other requirements adopted by the state or federal orders, laws, or regulations.

6. Data Removal. Upon the written request from District, Curriculum Associates will promptly remove all District's Covered Information from its production systems when Curriculum Associates will no longer be providing access to the Digital Products to District. In addition, Curriculum Associates reserves the right, in its sole discretion, to remove District's student data from its production servers a reasonable period of time after its relationship with the District has ended, as demonstrated by the end of contract term or a significant period of inactivity in all District accounts.
7. Data Requests. Parents, legal guardians, or eligible pupils may request District's Covered Information in the possession of Curriculum Associates and correct factual inaccuracies by contacting the pupil's teacher or school administrator (as designated by District), who will serve as a conduit between Curriculum Associates and District.
8. Miscellaneous. The terms and conditions of the Customer Agreement and any addenda are incorporated herein by reference, and the term of this Addendum shall expire on the termination date stated in the Customer Agreement.