



EASYCBM SUBSCRIBER AGREEMENT Terms and Conditions of Use

Last updated: 2022

The EASYCBM assessment service (the “Service” or “EASYCBM System”) is a web-based benchmark and progress monitoring reporting service that permits school districts and agencies to enter student EASYCBM data and administrative data (collectively “Data”) and generate automated reports. EASYCBM was developed by the Behavioral Research and Teaching center (“BRT”) at the University of Oregon. Riverside Assessments, LLC d/b/a Riverside Insights (“Riverside”) is the exclusive distributor of the Service.

Upon commencement of the Service, You, and any organization you are acting on behalf of as an authorized representative, as a Subscriber, hereby agree to be legally bound by the terms and conditions of this Agreement.

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below unless otherwise defined herein:
 - “Agreement” means this EASYCBM SUBSCRIBER AGREEMENT and any Order Form(s) you complete for the use of the Service.
 - “Order Form” means (i) the order form that includes pricing and subscription information regarding Subscriber’s purchase of licenses to the Service and associated training or (ii) other document setting forth pricing and order information with respect to Subscriber’s purchase of licenses to the Service.
 - “Service Fees” means fees paid by Subscriber with respect to the Service and any corresponding Order Form(s).
 - “Subscriber” means the Riverside authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the Order Form in the required field.
 - “Users” means individual humans who are authorized by Subscriber to use the Service.
2. Upon payment and execution of this Agreement, Riverside grants to Subscriber, a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder, for non-commercial education and research purposes only. This license permits Users to: a. access the EASYCBM System; b. enter Data into the EASYCBM System; and c. generate reports using the EASYCBM System. Subscriber shall not use the EASYCBM System for any other purpose and Subscriber must contact Riverside to request prior written permission to use the EASYCBM System in any other manner.
3. Subscriber shall not directly or indirectly (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or attempt to do any of the foregoing; (b) modify, translate, or create derivative works based on the Services; (c) rent, lease, distribute, or sell, assign, or otherwise transfer rights to the Services; (d) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (e) remove any proprietary notices from the Services or any materials provided to Subscriber by Riverside in conjunction with the Services.
4. Subscriber will provide, or shall require its Users to provide, or have access to the Service through Internet connection (from the classroom, home, or wherever there is a suitable Internet connection).
5. Subscriber will designate an administrator/local site facilitator on the Order Form to serve as the primary contact person regarding the use of the Service (the “Administrator”). This Administrator will:
 - Disseminate information to Users regarding access to and use of the Service;
 - Provide subscription information, if applicable (for example, where Users are located or assigned) to Riverside; and
 - Provide required account information to a Riverside Account Manager and/or Riverside Customer Support.
6. Subscriber will have an EASYCBM account established with Riverside, whereby Users, each identified by a required unique username and password, are able to log in to the Service, either through Subscriber’s facilities or other sites where the Internet can be accessed. In addition, Subscriber hereby grants Riverside and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name in marketing and promotional materials.
7. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Subscriber; provided, however, that Riverside and the University of Oregon, including its research partners, may use such information to improve EASYCBM and for educational research purposes in a manner that does not disclose personally identifiable information and such that individual students, teachers, schools or districts may not be identified or derived. The Subscriber allows such research to be published in technical reports and/or education journals designed to improve educational practices.
8. Riverside will maintain and provide Subscriber with access to scoring and reporting data for the Subscriber’s current contract period unless limited by special promotions and limited account access based on special pricing. Riverside may periodically delete data from the EASYCBM System in accordance with its records retention policy. It is the Subscriber’s responsibility, if they wish, to preserve any scoring and reporting data for their Users from previous contract periods or for archive purposes in a timely manner, and Subscriber is advised to export and backup scoring and reporting data frequently.
9. Riverside will provide a user manual and associated guides, in electronic format available from the EASYCBM service after login, containing information on EASYCBM functionality.
10. Riverside will monitor the number of students using the system by Subscriber’s Users, or number of user registrations during the subscription period, and notify the Subscriber near the end of the Agreement term of any additional Service Fees that exceed the number originally purchased by the Subscriber. In the event of an overage, a follow-up invoice will be sent to the Subscriber to reconcile with the number of students actually comprising the Subscriber’s account. This invoice will be sent whether a purchase order has been received from the Subscriber or not, and whether the amount of the purchase order that is submitted by the Subscriber is correct or not. All Service Fee payments shall be due and payable, within thirty (30) days of Subscriber’s receipt of the invoice from Riverside. Any payments provided by Subscriber to Riverside shall be irrevocable and shall be made in U.S. dollars. Subscriber is solely responsible for ensuring that such payments are made to Riverside in accordance with this Section.
11. RIVERSIDE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING THOSE CONCERNING MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED EXPRESSLY HEREIN, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS.

2024 easyCBM Order Form, Continued

12. IN NO EVENT SHALL RIVERSIDE BE LIABLE TO SUBSCRIBER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING LOSS OF FUTURE REVENUE, INCOME, OR PROFITS, OR LOSS OF DATA, ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED IN ADVANCED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL RIVERSIDE'S AGGREGATE LIABILITY HEREUNDER EXCEED THE GREAT OF: (A) \$1,000 OR (B) AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO RIVERSIDE DURING THE TWELVE(12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
13. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.
14. Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, sent by prepaid post or facsimile to the other party at the address specified above, or to such other address as either party may designate subsequently in writing, and will be deemed effective upon receipt.
15. Subscriber shall be solely responsible for whom it permits to be Users of the Service. Subscriber further agrees that it shall be solely responsible and liable for all Users of the Service and for any information or materials submitted to the Service via Subscriber's EASYCBM account and/or resulting from any use of a Username, User password, or any other User information associated with the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form).
16. Subscriber will ensure that none of its Users: (i) copy, duplicate, publish, distribute, display, modify, create derivative works of, or alter physical or electronic characteristics of the Services; (ii) dismantle or reverse engineer or clone any part of the Services; or (iii) grant sublicenses to, assign, transfer, sell, or rent the Services or any sublicenses thereto without Riverside's prior written consent. Subscriber acknowledges and agrees that confidentiality and test security is critical to the integrity, validity, and fairness of the Services and that it will handle any assessment materials to which it has access through the Services in accordance with Riverside's Test Disclosure Policy (available at: <https://info.riversideinsights.com/hubfs/Test%20Disclosure%20Policy.pdf>) and the Standards for Educational and Psychological Testing (2014) ("SEPT"), published by the American Educational Research Association, American Psychological Association, and National Council on Measurement in Education. Subscriber's access to the Services is contingent on Subscriber taking appropriate steps to protect the confidentiality of the Services and any content contained therein. Subscriber will not provide unauthorized third parties, including entities or individuals providing test preparation, tutoring, and similar services, access to the Service and will not permit notetaking or audio or video recording by non-professionals during test administrations. Subscriber will immediately notify Riverside if it becomes aware of any activities prohibited under this Section.
17. Except as expressly permitted by this Agreement, Subscriber may not assign or otherwise transfer this Agreement or its rights or obligations hereunder to any person or entity without Riverside's prior written consent. This Agreement shall be binding upon and insure to the benefit of the heirs, successors, and assigns of each party. Subscriber shall indemnify, defend, and hold Riverside and BRT harmless from any and all claims arising out of the use of the Service or use of the scoring or reporting to determine placement of, or grades for, students.
18. Subscriber agrees that the privacy of User information, and score data is the sole responsibility of Subscriber and its Users. Riverside does not share User or Subscriber information with anyone unless authorized under this Agreement and: (a) with respect to the User or others the User may specify, the particular User's own information only; and (b) with respect to Subscriber, Subscriber's own information and the information regarding its Users. The Subscriber acknowledges that prior to using the EASYCBM service, Subscriber is obligated to obtain any written parental consent that may be required in accordance with Federal or state laws or school district policies, to enable Subscriber to enter data into the EASYCBM system and to permit use of the data in accordance with the terms and conditions of this Agreement.
19. Riverside and BRT shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the EASYCBM online assessment system, including the benchmark and progress monitoring assessments, scoring guides, manuals, resources, as well as any other Riverside and/or BRT materials, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under this Agreement.
20. This Agreement is governed by and subject to the laws of the State of Illinois without reference to its conflicts of laws or choice of law rules. The parties agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts of competent jurisdiction located in the Northern District of Illinois. This Agreement merges all prior representations and understandings and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties. No delay by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party. All uses of the word "including" and "includes" mean "including, without limitation" or "including, but not limited to" and will not be deemed terms of limitation or exclusion. Subscriber's use of the Services constitutes consent to this Agreement, which remains in full force and effect for the entire period of use by Subscriber and its Users.

Prices are valid until December 31, 2024 and are subject to change without notice.

All orders will be filled at prices in effect upon receipt of your order.

To obtain the most up to date pricing, please visit us online at www.riversideinsights.com.

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