# xello

#### **Creating Successful Futures**

# Xello Quote

Proposal for Boone County Schools

Prepared By: **Ginny Weitner**Educational Sales Consultant (800) 965-8541

ginnyw@careercruising.com

Thursday, May 31, 2018

Ref: Q6UJ9A0BI4JH

8/27/2018

**ORDER / QUOTE** 

Ref #: Q6UJ9A0BI4JH QUOTE FOR:

REQUESTED BY:

SUBSCRIPTION PERIOD:

ATTN: Casey Jaynes

Boone County Schools 8330 Us Highway 42 Casey Jaynes Boone County Schools Start Date: **Sep 1, 2018** End Date: **Aug 31, 2019** Duration: **12 months** 

Florence, KY 41042					
PRODUCT		QTY	ANNUAL RATE	PRICE	SUBTOTAL
Introductory Web Training (One time)	<b>~</b>	2	<b>\$0.00</b> Per Session Reg \$450.00	\$0.00 100% one time adjustment	\$0.00
On-Site Training (One time)	<b>~</b>	1	<b>\$3,500.00</b> Per Day	\$3,500.00	\$3,500.00
Xello for Middle School	•	6,000	<b>\$3.50</b> Per Student Reg \$4.25	\$3.50 18% adjustment	\$21,000.00
Xello for High School	· · · · · · · · · · · · · · · · · · ·	6,600	\$3.50 Per Student Pog \$4.95	\$3.50 29% adjustment	\$23,100.00

NOTES:

An invoice will be sent after the quote is approved.

ANNUAL TOTAL:

Reg \$4.95

Xello

\$44,100

\* Price subject to change

**GRAND TOTAL:** 

\$47,600.00

USE

Xello Terms of Use Agreement

W8 Form

Billing + Renewals FAQ's

ginnyw@careercruising.com

7

Phone: (800) 965-8541

Fax: 416,463.0938

1867 Yonge Street • Suite 700 • Toronto, ON M4S 1Y5 • Canada

Sign In

#### Xello Terms of Use

#### Welcome to Xello!

Xello is provided by Anaca Technologies Ltd. ("Anaca"), located at 1867 Yonge Street, Suite 1002, Toronto, Ontario, M5S 1Y5, Canada.

By using Xello, you are agreeing to these terms. Please read them carefully. If any translated version of this agreement conflicts with the English version, the English version shall prevail.

## Description of Xello

Xello is an online program that helps Students create a successful future through self-knowledge, exploration, and planning.

With Xello, Students discover the unique pathway that's right for them using an investigative, discovery-based learning process that opens their minds to exciting possibilities. As Students gain self-knowledge through assessments and reflection, they save careers, schools, programs, and experiences to form a vibrant, visual roadmap that's easy to update and share.

Xello also provides Educators with access to tools that enable them to monitor the progress of their students, and to communicate with students to help them achieve their future readiness goals.

### **Using Xello**

To use Xello, you must follow the Terms of Use.

You agree not to use Xello for any purpose that is unlawful or prohibited by these terms. For example, you may not use Xello in any manner that could damage, disable, overburden, or impair Xello or interfere with any other party's use and enjoyment of Xello. You may not obtain or attempt to obtain any Xello Content or information through any means not intentionally made available or provided for through Xello.

You agree not to submit or transmit any content, files, videos, photos, web links, or other materials to Xello that: (i) are defamatory, threatening, obscene, or harassing, (ii) contain a virus, worm, Trojan horse, or any other harmful component, or (iii) otherwise violate any applicable laws.

We may suspend or stop providing Xello to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

### Intellectual Property

Xello, including all Xello Content and any software used by Anaca to provide Xello, is protected by copyright under Canadian, United States, foreign laws and international treaties. Unauthorized use of Xello may violate copyright, trademark, and other laws.

Using Xello does not give you ownership of any intellectual property rights in Xello or the Xello Content you access.

You may not store, modify, reproduce, transmit, reverse engineer, create derivative works, or distribute a portion of the Content of Xello.

You may not copy the design, layout, organization, or "look and feel" of Xello in any form or media. The systematic retrieval of data from Xello is also prohibited.

You may access, download, and print materials from Xello solely for your personal and non-commercial use. No right, title, or interest in any of the Content contained in Xello is transferred to you as a result of accessing, downloading, or printing such Content.

If you submit feedback, suggestions, or ideas about how to improve Xello, we may use your feedback, suggestions, or ideas without obligation to you.

#### Your Xello Account

Your Xello Account will be assigned to you by an Administrator or Educator from your educational institution.

To protect your Xello Account, keep your password confidential. You are responsible for the activity that happens on or through your Xello Account.

You shall notify Xello of any known or suspected unauthorized use of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You shall be responsible for maintaining the confidentiality of your password.

If you are a Student, please be aware that content you upload, submit, store, or send to Xello will be viewable by Educators at your educational institution.

#### Your Content

While using Xello you can upload, submit, store, send, or receive content. You retain ownership of any intellectual property rights that you hold in that content.

When you upload, submit, store, send, or receive content to or through Xello, you give Xello a worldwide, perpetual, royalty-free, non-exclusive license to use, host, store, reproduce, display, publish, modify, and delete the content, subject to the restrictions of our Privacy Policy.

At all times, you are responsible for the content you post to Xello.

### **Privacy Policy**

Xello's privacy policy (policy.html) explains how we treat your personal data and protect your privacy when you use Xello. By using Xello, you agree that Anaca can use such data in accordance with our privacy policies.

#### Warranties and Disclaimers

We provide Xello using a commercially reasonable level of skill and care. We hope you will enjoy using our product and services.

But other than as expressly set out in these terms we do not make any specific promises about Xello. For example, we don't make any commitments about the accuracy, completeness, currency, or reliability of the Content within Xello, the specific functions of Xello, or Xello's reliability, availability, or ability to meet your needs. We provide Xello "as is."

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose, and non-infringement. To the extent permitted by law, we exclude all warranties.

## Limitations on Liability of Anaca

When permitted by law, Anaca will not be responsible for lost profits, revenues, or data, financial losses, or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of Anaca, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use Xello.

#### Indemnification

You agree to defend and indemnify Anaca, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities, and settlements including without limitation, reasonable legal and account fees, resulting from or alleged to result from your violation of these Terms of Use.

# Changes to Xello

Anaca may, at any time, make changes to Xello, including its "look and feel," features, and Content.

We may also modify these terms or any additional terms that apply to Xello, for example, to reflect changes to the law or changes to Xello. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll also post notice of modified terms in Xello. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. However, changes addressing new functions for Xello or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for Xello, you should discontinue your use of Xello.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

#### **About these Terms**

These Terms of Use shall be governed by the laws of the Province of Ontario, Canada. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other terms will not be affected by any such modification.

If it turns out that a particular term is not enforceable, this will not affect any other terms.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

You may have other agreements with Anaca. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise, or amend the terms of any other agreements you may have with Anaca.

#### How to Contact Us

For information about how to contact Xello, please visit our contact (contact.html) page.



About Us (about.html)

Date

	Contact Us (contact.html)
	Terms of Use (terms.html)
	Privacy Policy (policy.html)
	(https://www.www.down.ab/www.ad/www.down.ad/www.down.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/www.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/ww.ad/w.ad/
Bonnie Rickart, Chairperson	Date

Casey Jaynes, Director of MS/HS Teaching and Learning