



# LEARNING Without Tears™

Get Set for School • Handwriting Without Tears • Keyboarding Without Tears

**Prepared For**  
BOONE COUNTY

**Quote Number:** 35439  
**Quote Date:** 2019-12-12  
**Valid Through:** 12/31/2019

**Ship To**

**Shipping Name:** HILLARD COLLINS ELEMENTARY SCHOOL  
**Shipping Address:** 9000 SPRUCE DR  
FLORENCE, KY, 41042

**Bill To**

**Billing Name:** HILLARD COLLINS ELEMENTARY SCHOOL  
**Billing Address:** 9000 SPRUCE DR  
(if different) FLORENCE, KY, 41042

**Primary Contact**

**Name:** Tammy Huff  
**Title:** Technology Specialist  
**Phone:** 859-282-2350  
**Email:** tammy.huff@boone.kyschools.us

**Digital Products Administrator**

**Name:** Tammy Huff  
**Title:** Technology Specialist  
**Phone:** 859-282-2350  
**Email:** tammy.huff@boone.kyschools.us

**Sales Contact**

**Name:** Jeff Spencer  
**Phone:** 301-335-1958  
**Email:** jeff.spencer@lwtears.com

**Special Instructions**

Keyboarding Without Tears to begin 11/20/2019 and end 7/15/2020

**Ordering Options:**

1. **Order online at LWTears.com**
2. **Please submit your authorized Purchase Order via online upload, email or mail:**
  - **Online Upload:** [www.LWTears.com/support/submit-purchase-order](http://www.LWTears.com/support/submit-purchase-order)
  - **eMail:** [emailorders@LWTears.com](mailto:emailorders@LWTears.com)
  - **Mail:**  
Learning Without Tears  
806 W. Diamond Ave. Suite 230  
Gaithersburg, MD 20878

Learning Without Tears Quote 35439 continued ...

Product Code	Product Description	Grades	Price	Quantity Discount Price	Quantity	Total
<b>Product Group</b>						
KEY3	Keyboarding	3rd	\$10.00	\$5.80	140	\$812.00
KEY4	Keyboarding Success	4th	\$10.00	\$5.80	140	\$812.00
KEY5	Can-Do Keyboarding	5th	\$10.00	\$5.80	140	\$812.00
<b>Subtotal</b>						\$2,436.00
<b>Shipping and Handling</b> 10% of subtotal or \$6.50 if under \$65.00. AK, HI and APO 20% (\$7.50 minimum).						\$0.00
<b>State Sales Tax (if not tax exempt)</b> For all states excluding AK, DE, MT, NH and OR, please add appropriate state and local tax based on delivery address. If you are a tax-exempt entity, please send your tax-exempt certificate with your order.						
<b>TOTAL</b>						\$2,436.00

# Learning Without Tears Technology Products Terms of Service

## Learning Without Tears Technology Products Terms of Service

*Effective Date: December 29, 2017 ([view archived versions](#))*

IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE BE SURE TO READ THIS AGREEMENT WITH YOUR PARENTS OR GUARDIAN AND ASK QUESTIONS ABOUT THINGS YOU DON'T UNDERSTAND.

### **Welcome to Learning Without Tears!**

Thanks for using Learning Without Tears! We're excited you're here but we have some rules you need to agree to before you use our services ("Services"). When we use the word "Services," we mean not only the <https://www.lwtears.com> website, but also other websites, products, services, and applications made available by Learning Without Tears (for example, Keyboarding Without Tears or the Wet-Dry-Try app). The Services are provided by No Tears Learning, Inc. d/b/a Learning Without Tears ("Learning Without Tears", "we", or "us"), located at 8001 MacArthur Blvd, Cabin John, MD 20818, United States. If you have any questions, comments, or concerns, regarding these Technology Products Terms of Service, please contact us at [info@lwtears.com](mailto:info@lwtears.com) or 1-888-983-8409.

Our Technology Products Terms of Service apply to all: (i) schools, school districts, and related entities or organizations that sign up or otherwise use the Services, including but not limited to administrators who access the Services on their behalf (each a "School"); (ii) non-School visitors, users, and others including but not limited to students, teachers, and their parents, who use the Services. If you are a School or School District that is using a third-party roster management provider to integrate our Services, please refer to our [Additional Policy for Third-Party Roster Management](#). These Technology Products Terms of Service, Additional Policy for Third-Party Roster Management and the [Learning Without Tears Privacy Policy](#) are collectively referred to herein as the "Agreement."

By accessing or using the Services or by otherwise expressing your intention to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information

as set forth in the Learning Without Tears Privacy Policy. Because our Services are subject to change, the terms of this Agreement and our Privacy Policy may change as well. If you are an account administrator using the Services, we will notify you via e-mail in advance of any material changes to the terms. Upon making changes, we will update the Effective Date found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

## **SECTION 1. Definitions**

[Basically, here are a few terms we explain so we're all speaking the same language.]

**“Activation Date”** is the date on which you or your organization activates your License(s) to access and use the Services associated with an Order Form.

**"Active Period"** means the period for which Service is active and available for use. The standard Active Period is typically twelve (12) months from the Order Date and extendable by any applicable Grace Period.

**“End User”** means a named individual to whom you or your organization has granted access to use the Services under your supervision. Individuals under you or your organization’s supervision may include students.

**“Grace Period”** means the number of days that starts on your or your organization’s Order Date, that can range from zero (0) to three (3) months, and that ends on the earlier of either Your Activation Date or the passing of three (3) months from your Order Date.

**"Intellectual Property Rights"** means all worldwide patent rights, copyright rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all related applications and registrations, renewals and extensions.

**“License”** means a grant of access to and use of the Services that you or your organization purchased. We offer three (3) types of Licenses whose terms are further detailed in Section 2.

*Standard License* means a grant of access to and use of the Services for one End User, typically a student or educator.

*Site License* means a grant of access to and use of the Services for all end users, typically students or educators, where all end users use the Services at one site (school district, a group of schools, a single school, a facility or purchasing organization)

*Add-On License (for Schools only)* means a grant of access and use of the Services under the Standard License model, eligible for purchase only by Schools with activated Licenses and that desire to add additional End Users, and whereby the Active Period of the Add-On License is set to the Active Period associated with the group of Licenses previously purchased and activated by those Schools in a given year.

**“License Transferability”** means that at any time during the Active Period of a Standard License, you or your organization may reassign that Standard License from the original End User, typically the original student, to a new End User, typically a new student. Once that Standard License has been transferred to the new End User, the new End User will be provided a new Learning Without Tears account and may access and use the Services provided under this Standard License for the remainder of the original Active Period.

**“Master Code”** means unique code that we provide to you so that you may activate your License to access and use our Services.

**“Order Date”** means the date that Learning Without Tears received your Order.

**“Order”** means the ordering documents (including online orders) you or your organization submitted to purchase the licensing arrangements with us that

grant you or your organization access to use our Services. Orders shall be deemed incorporated herein by reference.

**"Services"** means the digital products and/or services that Learning Without Tears makes available to you or your organization.

**"Support Services"** includes (i) technical support services that we provide you for the Services in the event you encounter technical or technological difficulties related to your access or use of the Services; (ii) customer care services that we provide to ensure your satisfaction with the Services from the point you or your organization purchase our Services to the expiry of the particular Active Period associated with those Services.

**"Student Data"** is any information (in any format) that is directly related to any identifiable current or former student that is maintained by a School, and may include 'educational records' as defined by the Family Educational Rights and Privacy Act ("FERPA") that Schools using our Services may provide to us. While we may need to access Student Data to provide the Services to you, Schools own the Student Data and remain responsible for it.

**"Activate"** refers to when you or administrators at your organization apply the Master Code we provide you to License(s) associated with your Order. Your application of the Master Code according to provided instructions activates the License(s) associated with the Order and activates the Services associated with those License(s).

## **SECTION 2. Right to Use and Access**

[Basically, when you use our Services, there are some rules that apply.]

**Services.** Our Services provide educators and students with a rich variety of multisensory, grade-appropriate digital products for instruction and learning that are simple, fun, and embody our unique teaching philosophy and belief in developmental education. You or your organization are allowed to use the Services only if you can form a binding contract with Learning Without Tears,

and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules, and regulations. We reserve all rights not expressly granted to you.

**License.** Subject to the terms and conditions of this Agreement, Learning Without Tears grants you a nonexclusive, nonsublicensable, revocable and limited license to access and use the Services associated with an applicable Order for non-commercial purposes only. Learning Without Tears makes these Services available to you through a Technology Productslly available web browser, mobile device, or Learning Without Tears authorized application. You may not use our Services to develop software that will be (i) used by You or any third party for a commercial purpose; or (ii) sold, licensed or otherwise transferred by You or any third party in exchange for monetary or other consideration (together, “Commercial Development”). We offer three (3) types of Licenses.

*Standard License.* Under a Standard License, an End User who has been assigned a License associated with an Order and who has been granted permission by you or your organization may access and use the Services during the applicable Active Period. Within the applicable Active Period, you or your organization may transfer the activated License of a former End User to a new End User. In the event of such a License transferral from a former End User to a new End User, Learning Without Tears will provide the new End User with a new account and provide that new End User with access to and use of the Services for the remainder of the Active Period while terminating the former End User’s access to and use of the Services.

*Site License.* Under a Site License, all potential K-5 students or End Users at a given site (school district, group of schools, a single school, a facility or purchasing organization) are granted permission by you or your organization to access and use the Services during the applicable Active Period.

*Add-On License.* You or your organization are only eligible to purchase Add-On Licenses if in a given year, you have already purchased and activated a group of Standard Licenses to access and use our Services and now desire to add additional End Users. Under Add-On Licenses, a new group of End Users under you or your organization’s direction, control, and supervision are provided with access to and use of the Services for the remaining term of the Active Period associated the Standard Licenses that you or your organization have already purchased and activated. Add-On Licenses are activated immediately and do not have a Grace Period.

[Basically, each license is active for 12 months. We give you a 3 month Grace Period to activate your license(s), otherwise we do so automatically.]

## **License Term.**

*Standard or Site Licenses.* The term of a Standard or Site License is the Active Period, namely one (1) year from the Activation Date, as extendable by any applicable Grace Period. To be clear, in order to accommodate those of you or those organizations who didn't get started as quickly as intended, we provide you and/or your organization with a Grace Period (0-3 months from your Order Date) to activate your License(s). If the Grace Period expires and you have not activated your License(s), the License(s) will activate automatically and the applicable twelve (12) month License term will begin three (3) months after your Order Date.

*Add-On License.* The term of an Add-On License starts on the Order Date and expires with the Active Period of the group of Standard Licenses that you or your organization have previously purchased and activated.

**End Users.** Unless otherwise specified in your or your organization's contractual relationship with us, the Licenses we grant to provide Services to you or your organization may be accessed and used only in accordance with the terms that apply to the type of License that you purchased. For any License type, all End Users must be under the direction, control, and supervision of you or your organization.

## **SECTION 3. Learning Without Tears Proprietary Materials**

[Basically, please respect our intellectual property.]

**Intellectual Property and Ownership.** Learning Without Tears owns all right, title and interest in and to the Services, and all of its content, features and functionality, the selection, coordination, and arrangement of the content, the trademarks 'Handwriting Without Tears' and 'Learning Without Tears', and other marks and logos related to the Service and URLs such as <lwtears.com> and the trade dress, and look and feel of the Services, all of which are protected by various laws including, without limitation, copyright,

trademark, patent, and trade secret law. To be clear, you may own the physical media on which elements of the Services are delivered to you or your organization, but we retain full and complete ownership of the Services. No right, title or interest in or to the Services is transferred to you or your organization, and all rights not expressly granted to you or your organization are reserved by Learning Without Tears. Any use of the Services not expressly permitted by this Agreement is a breach of this Agreement and may also violate copyright, trademark, patent, and other laws. Any reproduction, copying, publication, modification, or redistribution of the Services except as expressly provided in this Agreement is strictly prohibited without Learning Without Tears' prior written consent. Requests for permission to reproduce any content must be made in writing to:

Learning Without Tears

Attention: Legal Department

8001 MacArthur Blvd

Cabin John, MD 20818

**Learning Without Tears Data.** Certain parts of the Services may allow you to obtain or access reporting or analytics or other data or information associated with your account ("Learning Without Tears Data"). Learning Without Tears Data is licensed to you for your use on a limited basis, and is governed solely by the terms of this Agreement and available for distribution only at our sole discretion. Learning Without Tears owns the account you use to access the Services along with any rights of access or rights to data by or on behalf of Learning Without Tears on Learning Without Tears servers (except with respect to any Student Data that we may be storing for you), including but not limited to any data representing any or all of your Learning Without Tears data. Learning Without Tears has the right to manage, control, and even eliminate Learning Without Tears Data, except that Learning Without Tears may only use Student Data as specifically permitted by this Agreement.

**Feedback.** In consideration of you or your organization's access to the Services, (i) you agree to notify Learning Without Tears of any problems, bugs, usability or performance or other issues discovered with respect to the Services; and (ii) you may share with Learning Without Tears suggestions, improvements, ideas for enhancements or other feedback regarding the Services (together, (i) and (ii) are "Feedback"). All such Feedback shall be owned exclusively by Learning Without Tears and you or your organization

hereby assigns to Learning Without Tears all right, title and interest in and to such Feedback and all Intellectual Property Rights therein.

**Restrictions.** Please don't do anything to harm our product or try to hack our Services. Specifically, by using the Services, you or your organization agree not to do any of these things: (a) make the Services available to any third party other than you, your organization, and your designated End Users; (b) sell, resell, rent, lease, given away, modify, translate or create derivative works of any part of the Services; (c) decompile, reverse engineer or reverse assemble any portion of the Services, or attempt to discover any source code or underlying ideas or algorithms of the Services; (d) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services; (e) use the Services to store or transmit material in violation of third party privacy rights; or (f) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Services. Learning Without Tears has the right, but not the obligation, to monitor you or your organization's use of the Services to determine compliance with the terms of this Agreement. Learning Without Tears reserves the right, without limiting any other right or remedy available at law, in equity, or under this Agreement, to immediately suspend you or your organization's access (and therefore, all designated End Users' access) to and use of the Services and/or immediately terminate this Agreement if Learning Without Tears determines, in its sole discretion, that you or your organization is engaging (or has engaged) in any of the prohibited activities set forth in this Section 4: Restrictions.

**Reservation of Rights.** Learning Without Tears reserves all rights not expressly granted in this Agreement, and no Licenses are granted by us to you or your organization under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

## **SECTION 4. Privacy**

[Basically, we care about your privacy so check out our policy.]

Learning Without Tears is mindful of and concerned about the safety and privacy of all users of the Service. Please read our [Privacy Policy](#) which is an important part of the Technology Products Terms of Service

## SECTION 5. Security

[Basically, online security is important to us.]

Learning Without Tears uses top-of-the-line security infrastructure at the software and network levels, to ensure that student data is always encrypted and transmitted securely. For more details, please explore our [Security Policy](#).

## SECTION 6. General Legal Terms

[Basically, here are some common legal terms that protect all of us.]

**Indemnity.** You or your organization agree to defend, indemnify and hold harmless Learning Without Tears and its agents, licensors, and directors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including but not limited to your breach of any of the representations and warranties; (iii) your violation of any applicable law, rule or regulation, including but not limited to FERPA, the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA"); (iv) any content or information that is submitted via your account; or (v) any other party's access and use of the Services with your unique username, password or other appropriate security code.

**Warranty Disclaimer.** The Services are provided "as is" and Learning Without Tears makes no warranties of any kind, whether express, implied, statutory or otherwise, and Learning Without Tears specifically disclaims all implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, non-infringement or warranties that may arise by operation of law. Without limiting the foregoing, Learning Without Tears does not make any warranties that its software or services are free from any bugs, errors or omissions and you or your organization accept the entire risk arising out of your use of or inability to use the services. The foregoing disclaimers will apply to the maximum extent permitted by applicable law.

## **Limitation of Liability.**

To the maximum extent permitted by applicable law, in no event shall Learning Without Tears, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, the Services. Under no circumstances will Learning Without Tears be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Services or your or your organization's account or the information contained therein.

To the maximum extent permitted by applicable law, Learning Without Tears assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iii) any interruption or cessation of transmission to or from the services; (iv) any malicious software agents that may be transmitted to or through our Services by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the services. In no event shall Learning Without Tears, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you or your organization for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Learning Without Tears hereunder or \$100.00, whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Learning Without Tears has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you or your organization. This Agreement gives you specific legal rights, and you or your organization may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

**Termination.** You or your organization agree and accept that Learning Without Tears, including its authorized agents, may, with or without notice, suspend, terminate, or limit your right to access and use of the Services if you

violate any applicable law or regulation or fail to comply with any provisions of this Agreement, or any other agreement pertaining to the use of the Services, as determined by Learning Without Tears in its sole discretion. Upon any expiration or termination of this Agreement: (a) you or your organization's right to use the Services shall cease, and Learning Without Tears shall have no further obligation to make the Services available to you; (b) all rights and licenses granted to you or your organization under this Agreement will immediately cease; (c) Learning Without Tears will have no obligation with respect to any of your or your organization's data except or required by applicable law; and (d) you or your organization will pay any unpaid Fees payable for the remainder of the License Term under any applicable Order in effect prior to the termination date or expiration of the Active Period.

**Choice of Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws provisions. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts in Montgomery County, Maryland for the resolution of any disputes or conflicts arising out of or related to this Agreement.

**Relationship of Parties.** Neither party will, for any purpose, be deemed to be an agent, franchisor, franchisee, employee, representative, owner or partner of the other party, and the relationship between the parties will solely be that of independent contractors.

**Assignment.** Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by you or your organization by operation of law or otherwise, without the prior written consent of Learning Without Tears. This Agreement may be assigned or transferred by Learning Without Tears without you or your organization's consent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

**Waiver, Severability.** Failure of Learning Without Tears to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular claim involved, nor shall any course of conduct between Learning Without Tears and you or your organization or any other party be deemed to modify any provision of this

Agreement. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

**Entire Agreement.** This Agreement is the entire agreement of the parties regarding the subject matter hereof, superseding all other agreements between them, whether oral or written. The most current version of this Agreement will be posted by Learning Without Tears on <https://www.lwtears.com>.