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Quote

Page 1 of 1 Date Quote # Expires Renewal Rep Email Phone

06/1/2020 1437912 08/31/2020 Teryl Magee <u>tmagee@mindresearch.org</u> 865-268-9491

BIII To ATTN: ACCOUNTS PAYABLE BOONE COUNTY SCHOOLS 8330 US 42 FLORENCE KY 41042 Ship To HILLARD COLLINS ELEM SCHOOL 9000 SPRUCE DR FLORENCE KY 41042-2795

Qty	Item	Rate	Amoun
1	CONVERSION TO SITE SUBSCRIPTION		\$12,000.00
	(251+)		
	Conversion to ST Math Site Subscription for all students enrolled at school		
	site (251+)		
	Includes 1 Day Professional Learning		
	Ongoing Minor Software Updates		
	Self-Guided Online Courses (Asynchronous via Web Browser)		
	 Just-in-Time Live Webinars (Instructor-Lead via WebEx) 		
	 Technical Support during Standard Business Hours via Email, Chat or Phone 		
	 Weekly School Progress Reports Delivered via Email 		

Subtotal	\$12,000.00
Tax Total (%)	\$0.00
Total	\$12,000.00

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at http://www.mindresearch.org/misc/terms/.

ST Math & COVID-19

: ST Math is available at no cost to parents, schools, and districts affected by closures

LEARN MORE



Last Updated: October 7, 2016

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Student Users. If you are a Student, you may only use the Sites and Software if you are at least 13 years of age, or if you are otherwise using the Sites and/or Software with the consent and under the supervision of your parent, legal guardian, or teacher / school representative.

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- Material that contains vulgar or obscene language or images
- Advertising, promotional materials, or any form of commercial solicitation

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- introduce or attempt to introduce software viruses, Trojan horses, worms, backdoors or any other computer codes, files, or programming instruction or set of instructions that are designed or intended to disrupt, disable, harm, interfere or otherwise adversely affect any computer programs, software, firmware, hardware, mobile devices, wireless devices, computer systems, data or operations.

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Termination by LEA. An LEA may terminate use of the Sites or Software by provision of written notice of termination to us, pursuant to the notice provisions set forth in <u>Section 11</u> (General) below. We will terminate use and storage of any Student Records received from the LEA following written notice of termination, unless we have received consent directly from such Student, if aged 13 or above, or the Student's parent or legal guardian otherwise, to store such Student Records.

Termination or Suspension by Us. We may suspend or terminate your access to all or any part of the Sites or Services, or block or disable your access or use of the Apps, at any time, with or without cause, with or without notice, effective immediately. Without limiting the foregoing, we may suspend or terminate your access to all or any part of the Sites or Services, or block or disable your access or use of the Apps if (a) we believe, in our sole discretion that you are in breach of this Agreement or are acting in a manner that shows that you do not intend to, or are unable to, comply with the Terms and Conditions; (b) we are required to do so by law (for example, where the provision of Services to you is, or becomes, unlawful); (c) we elect to no longer provide the Sites or Services to users in the state or country in which you are resident or from which you use the Sites or Services; (d) we believe that your use of the Sites or Services may infringe or violate the rights of a third party or subject us or one of our affiliates to civil or criminal liability or reputational harm; or (e) we believe such suspension or termination is necessary or appropriate to avoid harm to the Sites, Services, or persons; in each such a case, no portion of your subscription payment will be refunded. If we suspend or terminate your access for no reason or for a reason other than those set forth in the preceding sentence, we will refund to you any unused portion of your subscription payment, if any, which will be your sole and exclusive remedy upon such suspension or termination. Termination may result, in our sole discretion, in the forfeiture and destruction of all information associated with your account. All Terms and Conditions that by their nature should survive termination of this Agreement, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, shall so survive. If your account is cancelled or terminated for any reason, you will no longer be able to access information under your account.

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Assignment. You will not assign any of your rights and obligations under these Terms of Use without our prior written consent. We reserve the right to assign or transfer our rights and obligations under this Agreement in connection with an acquisition by or merger with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding.

Severability. If any provision of these Terms of Use is found to be void or unenforceable, then the remainder will have full force and effect, and the invalid provision will be partially enforced to the maximum extent permitted by law to effectuate the purpose of these Terms of Use.

No Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the MIND Research Institute's failure to assert any right or

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Attention: Controller controller@mindresearch.org

Mail: MIND Research Institute 111 Academy Drive, Suite 100 Irvine, CA 92617 Tel: 949-345-8700 or 888-751-5443 (Toll Free) Fax: 949-572-2680

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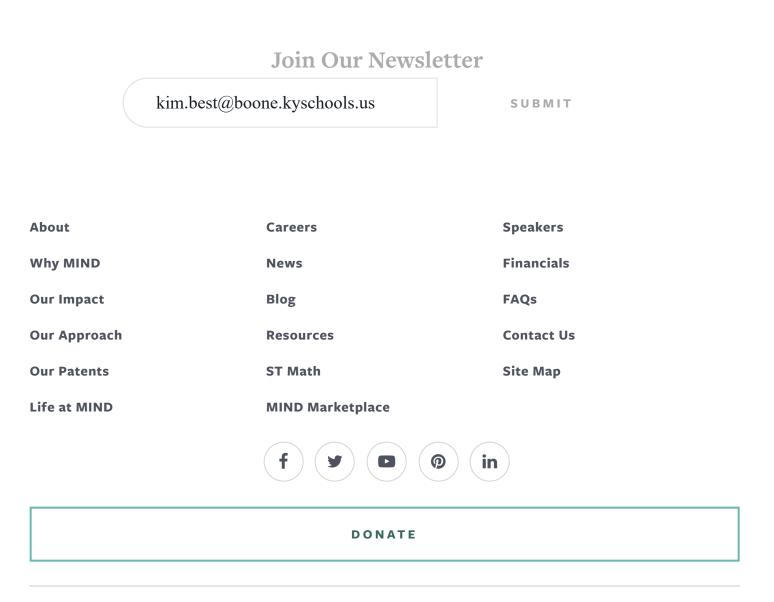
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Both parties agree to the following amendments and modifications:

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The Site is hosted by MIND on computing resources located in Orange County, California. You agree that any dispute arising out of or relating to these Terms or any content posted to a Site will be governed by the laws of the State of Kentucky, excluding any conflicts of law provisions to the contrary, as well as all applicable federal laws, including the Federal Arbitration Act. Except as provided in this paragraph with respect to requests for injunctive relief, any controversy, claim or dispute arising out of these Terms or your use of the Site ("Claims")) shall be resolved by final and binding arbitration. Such arbitration shall take place in Boone County, Kentucky, and shall be administered by a single arbitrator pursuant to the JAMS

Comprehensive Arbitration Rules and Procedures. The arbitrator shall be empowered to award any form of individual relief, including injunctive relief. In order to keep costs down for both you and us, hearings may, at our request, be conducted telephonically or entirely upon submissions.

Governing Law; Arbitration.

8. Your Representations and Warranties; Indemnification:

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