

**Proven Learning**

1067 N. Main Street #266
Nicholasville
KY
UNITED STATES 40356

Quote

Valid Until: Jan 11, 2021
Quote Number : PLQ7182

BILL TO:

Boone County Schools - KY

KY

SHIP TO:

Boone County Schools - KY
RA Jones Middle School

Account Name: Boone County Schools - KY

Contact Name:

S.No. Product Details

1. -GradeCam Go! - 1 YR School License 1st Renewal (NP201) 11236

Qty	List Price	Total
1178	\$ 3.00	\$ 3,534.00

GradeCam Go!-1 YR School License Renewal. - prorated 18 months to renew on 6/20/2022. Includes Core (streamlined, data-driven tools: Advanced Administrator Reports, Helpdesk, and Advanced Teacher Drill-down) and Student Portal (Allows for paperless testing on devices in addition to the traditional paper with cameras).

Sub Total	\$ 3,534.00
Tax	\$ 0.00
Adjustment	\$ 0.00
Grand Total	\$ 3,534.00

Terms and Conditions

Questions? Please contact Gary Fleck at 859-351-8585 or gary.fleck@provenlearning.com. POs can either be faxed to 888-431-4690 or emailed to my address. Proven Learning is the sole source supplier of GradeCam for Kentucky.

GradeCam responds to COVID-19: Learn more (<https://go.gradecam.com/COVID-19.html>) about our commitment to supporting educators during this challenging time, including remote learning resources and free Student Portal access. (<https://go.gradecam.com/COVID-19.html>)



(<https://gradecam.com/>)

TERMS OF SERVICE



GRADECAM TERMS OF SERVICE

Please read these Terms Of Service carefully, as they constitute an agreement by and between GradeCam Corporation, a California corporation ("GradeCam") and each customer of GradeCam's online service ("You"). By clicking "Accepted and Agreed," You agree to these terms of service.

1. **Definitions.**

- a. "Account" refers to the Service plans and features used by You through GradeCam's customer portal at the time of enrollment and accepted by GradeCam, as such plans and features may change by mutual consent of the parties, as recorded by GradeCam through such portal.
- b. "Effective Date" refers to the date of commencement of the Service as listed in Your Account, or in the case of a school or school district, the effective date of an agreement between GradeCam and You.
- c. "Materials" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, designs, and software code.
- d. "Your Data" refers to data in electronic form input or collected through the Service by or from You.
- e. "Student Data" is a subset of Your Data, and is any data that contains personally identifiable information of a student as defined in the Family Educational Rights and Privacy Act ("FERPA"), 34 CFR § 99.3.
- f. "Privacy Policy" refers to GradeCam's privacy policy, posted at <https://gradecam.com/privacy/> (<https://gradecam.com/privacy/>), including any amendments.
- g. "Service" refers to GradeCam's webcam exam-grading service. The Service includes such features as are provided on GradeCam's website (gradecam.com), as GradeCam may change such features from time to time, in its sole discretion.

2. **Service & Payment.**

- a. *Service.* GradeCam will provide the Service to You pursuant to its policies and procedures then in effect.
- b. *Payment.* You will pay GradeCam such monthly Service fees as are required in Your Account, due on the day before the start of the calendar month of Service.

3. **Materials, Software, & IP.**

- a. *Materials.* You recognize and agree that: (i) the Materials are the property of GradeCam or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) You do not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Your use of the Service.
- b. *IP in General.* GradeCam retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and these Terms of Service does not grant You any intellectual property rights in or to the Service or any of its components.

4. **Acceptable Use.**

- a. You agree to:
 - i. only use the Service in compliance with all applicable laws, rules, and regulations, including FERPA and any rules promulgated by Your school, Your school district, the United States Department of Education, or other educational authority regarding the sharing of student information with GradeCam;
 - ii. allow GradeCam to re-share information with third parties, when You so designate (e.g., with online gradebook services);
 - iii. only use the Service for its intended purpose, which is to grade educational examinations;
 - iv. only use the service according to the terms of the pricing plan that You signed up for;
 - v. not provide access to the Service to third parties that are not authorized to use it;
 - vi. not access any computer or communications system without authorization, including the computers used to provide the Service;
 - vii. not attempt to penetrate or disable any security system, either within the Service itself or by using the System to disable a third party security system;
 - viii. not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website;
 - ix. not attempt to access or otherwise interfere with the accounts of other users of the Service;
 - x. not in any way defraud to deceive either GradeCam, the Service, or any user of the Service.

- b. In the event of Your material breach any of the provisions of section 4(a), GradeCam may suspend or terminate Your access to the Service, in addition to such other remedies as GradeCam may have at law or pursuant to these Terms of Service. These Terms of Service do not require that GradeCam take any action against You or any other customer for violating any provision of section 4(a), but GradeCam is free to take any such action it sees fit.
- c. *Privacy Policy*. The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by GradeCam's employees.

5. Each Party's Warranties.

- a. *Your Identity*. You warrant: (i) that You have accurately identified Yourself in Your Account and will maintain the accuracy of such identification; and (ii) that You are an individual 18 years or older or a corporation or other business entity authorized to do business pursuant to applicable law.
- b. *Right to Do Business*. Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under these Terms of Service and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by these Terms of Service.

6. DISCLAIMER OF WARRANTIES.

Except for the express warranties specified in section 5, the service is provided "AS IS" and as available, and GradeCam makes no warranties, either express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or noninfringement of intellectual property rights. Without limiting the generality of the foregoing, (i) GradeCam has no obligation to indemnify or defend You against claims related to infringement of intellectual property rights; and (ii) GradeCam does not warrant that the Service will perform without error or immaterial interruption, nor does it guarantee any particular amount of "uptime" or availability.

7. LIMITATION OF LIABILITY.

In no event: (A) will GradeCam's liability arising out of or related to this agreement exceed the amount paid by You in the twelve months preceding any claim or lawsuit; and (b) will GradeCam be liable for any consequential, indirect, special, incidental, or punitive damages. The liabilities limited by this section 7 apply: (i) to liability for negligence; (ii) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (iii) even if GradeCam is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (iv) even if Your remedies fail of their essential purpose. If applicable law limits the application of the provisions of this Section 7, GradeCam's liability will be limited to the maximum extent permissible.

8. Data Management.

- a. *Access, Use, & Legal Compulsion.* Unless it receives Your prior consent, GradeCam: (i) will not access or use Your Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Your Data. However, You hereby consent to GradeCam sharing information with third party service providers where You indicate that You so consent, for example where the GradeCam Service provides data, including Student Data, with other services for keeping of grades and school records, whether such service be provided as a stand-alone computer application or as an online, Internet-based service. Notwithstanding the foregoing, GradeCam may disclose Your Data as required by applicable law or by proper legal or governmental authority. GradeCam will give You reasonable notice of any such legal or governmental demand and reasonably cooperate with You in any effort to seek a protective order or otherwise to contest such required disclosure, at Your expense.
- b. *Your Rights.* You possess and retain all right, title, and interest in and to Your Data, and GradeCam's use and possession thereof is solely as Your agent.
- c. *Retention & Deletion.* GradeCam may retain all Your Data until erased pursuant to Your request. However, GradeCam is primarily a grading service and not a data storage service. You are responsible for maintaining separate backups of all Your Data and GradeCam has no responsibility if GradeCam, for any reason, erases or no longer possesses Your Data.

9. Term & Termination.

- a. *Term.* These Terms of Service will continue for such time as You continue to use the Service, or until terminated pursuant to this section.
- b. *Termination for Cause.* Either party may terminate these Terms of Service for material breach by written notice, effective in 30 days.
- c. *Termination For Failure to Abide By Acceptable Use Policy.* GradeCam may terminate this Agreement immediately if, in its sole discretion, it determines that You have violated one or more of the terms of Section 4(a).
- d. *Effects of Termination.* The following provisions will survive termination of these Terms of Service: (i) any obligation by You to pay for Service rendered before termination; (ii) Sections 3 through 8 and 10 of these Terms of Service; and (iii) any other provision of these Terms of Service that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- a. *Notices.* GradeCam may send notices pursuant to these Terms of Service to the email address You used to sign up for Your Account (or other email address(es) You provide to GradeCam in Your Account), and such notices will be deemed received two business days after they are sent. You may send notices pursuant to these Terms of Service to support@gradecam.com, and such notices will be deemed received two business days after they are sent.

- b. *Amendment.* GradeCam may amend these Terms of Service from time to time by posting an amended version at its website and notifying You of the amendment, either via email or by a message when You log into the Service. Such amendment will be deemed accepted and become effective 30 days after such notice (the “Proposed Amendment Date”). However, changes addressing new functions for a Service or changes made for legal reasons (e.g., changes in the law or changes in interpretation of the law) will be effective immediately. If You do not agree to the modified terms for a Service, You should discontinue Your use of that Service.
- c. *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- d. *No Waiver.* Neither party will be deemed to have waived any of its rights under these Terms of Service by lapse of time or by any statement or representation other than (i) by an authorized representative and (ii) in an explicit written waiver. No waiver of a breach of these Terms of Service will constitute a waiver of any prior or subsequent breach of these Terms of Service.
- e. *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of these Terms of Service.
- f. *Assignment & Successors.* Neither party may assign these Terms of Service or any of its rights or obligations hereunder without the other’s express written consent, except that either party may assign these Terms of Service to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, these Terms of Service will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- g. *Choice of Law & Jurisdiction.* These Terms of Service will be governed solely by the internal laws of the State of California, without reference to such State’s principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Alameda County, California.
- h. *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of these Terms of Service invalid or otherwise unenforceable in any respect. In the event that a provision of these Terms of Service is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of these Terms of Service will continue in full force and effect.
- i. *Entire Agreement.* These Terms of Service sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.



(<https://gradecam.com/>)

FEATURES



PLANS & PRICING



RESOURCES



SUPPORT



FEATURES BY SUBJECT



COMPANY



COMMUNITY



CONTACT



SALES OFFICE

Open M–F 9am–5pm PST

f (<https://www.facebook.com/gradecam/>)

P: 866.472.3339 (tel: 866.472.3339)

F: 925.218.2009

t (<https://twitter.com/gradecam/>)

E: sales@gradecam.com (<mailto:sales@gradecam.com>)

v (<https://vimeo.com/gradecam/>)

P.O. Box 151 Livermore, CA 94550

p (<https://www.pinterest.com/gradecam/>)