



Company Address 4 Bay Rd.
Suite 101B
Hadley, MA 01035
US
Quote Number 00008187

Created Date 2/25/2021
Expiration Date 7/31/2021

Contact Information

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|-------------|-------------------------------|--------------|----------------------------------|
| Prepared By | Lauren Annarino | Contact Name | Angela Albaugh |
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Address Information

| | | | |
|--------------|---------------------------------------|--------------|--------------------------------|
| Bill To Name | Larry A. Ryle High School | Ship To Name | Larry A. Ryle High School |
| Bill To | 10379 US 42 Union, KY 41091 USA | Ship To | 10379 US 42 Union, KY 41091 |

Quote Line Items

| Product | List Price | Sales Price | Quantity | Total Price |
|---|------------|-------------|----------|-------------|
| Virtual Business Site OPEN license (all products - unlimited users) | \$2,800.00 | \$2,800.00 | 1.00 | \$2,800.00 |

Totals

Please include teacher names and email addresses with your order. All login credentials and teachers resources are sent via email.

MUST include tax exempt number or certificate with order.
Otherwise appropriate sales tax will be automatically added to invoice.

| | |
|-------------|------------|
| Subtotal | \$2,800.00 |
| Discount | 0.00% |
| Total Price | \$2,800.00 |
| Grand Total | \$2,800.00 |

Questions?

If you have any questions, please contact your sales executive or [click here](#) to visit our support page.

KNOWLEDGE MATTERS, INC.
LICENSE AND TERMS OF SERVICE AGREEMENT

Log In Email Address:

Initial Log In Password: password

Course Key:

User License: Concurrent Users

This Agreement sets forth the terms of your use of the KMI online services provided to you by this website, including all content, modifications and updates (“the “Services”). This is a legally enforceable Agreement. By clicking “I agree” indicating acceptance electronically, accessing or using the Services, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, do not access the Services.

1. Definitions and Captions

As used herein “KMI”, “we”, “our” or “us” refers to Knowledge Matters, Inc.

“Site” means any individual school or other educational facility identified in Licensee's purchase order for this license where the educational activity for which the Knowledge Matters Software license is obtained takes place.

“Effective Date” shall mean the date you are notified that you may access the Service.

“Fees” mean the licensing fee and any maintenance, support and renewal fees applicable to the Services.

Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

2. **Grant of License**

KMI offers three different licenses to the use of the Services as follows:

- 5 User License - permitting you and five (5) subusers to access the Services.
- 30 User License – permitting you and thirty (30) subusers to access the Services.
- Site License (including All Access licenses) – permitting you to assign an unrestricted number of subusers provided all subusers access the Services from the same Site.

Subject to the terms and conditions referenced or contained in this Agreement, KMI grants you a non-exclusive, non-transferable license to use the Services only in accordance with the license specified in the purchase order issued by you in conjunction with this Agreement for your personal use or educational, non-commercial, purposes. You acknowledge that the license granted hereunder does not authorize you or your sub-users to use the Services as a repository for official grades or transcript level data and you agree that you shall not use the Services for such purpose. Subject to the number of users and/or the Site restriction applicable to your purchase order, you are permitted to allow students of your scholastic program (“Students”) the right to access your KMI account for the purpose of using the Services. In doing so, you are responsible for:

- Ascertaining that no person under the age of thirteen (13) is permitted access.
- Assuring that each Student’s identification and other data entered during the course of use does not include “Personal Information” as defined by applicable law.
- Assuring that the Students do not violate the terms of this Agreement.

Uses beyond those permitted under this license or use at additional Sites shall require the purchase of additional licenses. The "Term" of this license, unless earlier terminated as provided in Section 4, shall be one (1), three (3) or five (5) years depending on which term was purchased from, the Effective Date. KMI reserves the right to make modifications and updates to the Services during the Term.

3. **Payment**

Before using the Services, you shall pay to KMI all applicable Fees relating to the license. All other Fees that may become due hereunder shall be paid within thirty (30) days after the invoice for such charges. All payments due under this Agreement shall be made in U.S. dollars at our address. Any amount not paid when due shall bear a late payment charge, until paid, at the rate of 1.5% per month or, if lesser, the maximum amount permitted by law. All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments and you agree to bear and be responsible for the payment of all such charges imposed upon us and the Services, documentation used or copied by you, excluding taxes based upon KMI’s net income.

4. **Early Termination**

This Agreement and the Services may be subject to early termination by us if you materially breach a provision of this Agreement and fail to cure such breach within ten (10) days of the receipt of notice of such breach from us. Upon early termination of this Agreement by us, all rights, obligations and licenses hereunder shall cease, except for the following obligations: (1) Your liability for any charges, payments or expenses due us that accrued prior to the termination date, and such amounts (if not otherwise due on an earlier date) shall be immediately due and payable on the termination date; (2) You shall have no further right to use the Services; and (3) No refund or proration of the Fee or other payment shall be due you.

5. **Use of Material or Technology on the Web Site**

The information, artwork, text, video, audio, media files or pictures displayed or contained on the Website (collectively, the "Materials") and the software, technology and products, including the Services and any relevant documentation downloadable or accessible from the Website (the "Technology") are protected by copyright, patent, trademark and other laws under both United States and foreign laws.

Unless otherwise stated, you may only access, view and use the Materials or Technology for personal or educational, non-commercial, purposes. You may not use the Materials or Technology for any other purpose or reproduce or modify the Materials or Technology without KMI's authorization. Except as authorized by KMI, you may not print, copy, download, reproduce, republish, post, transmit or distribute any of the Materials or Technology.

All title and copyrights in and to the Technology available on this Website, and any copies thereof, are owned by KMI and/or its suppliers. You may only access or download and use the Technology if you have agreed to, and comply with, this Agreement. Any unauthorized reproduction or redistribution of the Technology or Materials is expressly prohibited by law, and may result in severe civil and criminal penalties. You may not reverse engineer, disassemble, modify or decompile any Technology or Materials. Violators will be prosecuted to the maximum extent possible. Any use of the Materials and Technology not expressly permitted by this Agreement or a separate agreement with us is a breach of this Agreement and may violate copyright, trademark, and other laws. All rights not expressly granted herein are reserved to KMI and its licensors. If you violate any of the terms of this Agreement, your permission to use the Materials and Technology automatically terminates and you must immediately destroy any copies you have made of any portion of the Materials or the Technology.

6. **Limited Warranty**

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KMI, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. KMI AND ITS SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR FIRST DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

7. **Limitation of Liability and Indemnity**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF KMI, AND ITS SUPPLIERS FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES REDUCED BY PRORATING THE MONTHS OF USE PRIOR TO YOUR NOTICE OVER THE FULL TERM. SUBJECT TO APPLICABLE LAW, KMI AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET KMI SYSTEMS REQUIREMENTS.

THE ABOVE LIMITATIONS APPLY EVEN IF KMI AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Compliance with Laws**

You are granted the rights to use the Services at the Site and shall not export or re-export, directly or indirectly (including via remote access), the Services, documentation or other information or materials provided by us hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. It shall be your responsibility to comply with the latest United States export regulations, and you shall defend and indemnify KMI and our suppliers from and against any damages, fines, penalties, assessments, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of any claim

that the Services, documentation, or other information or materials provided by KMI hereunder were exported or otherwise accessed, shipped or transported in violation of applicable laws and regulations. You shall comply with all laws, legislation, rules, regulations, and governmental requirements with respect to the Services, and the performance by you of your obligations hereunder, of any jurisdiction in or from which you directly or indirectly cause the Services to be used or accessed. In the event that this Agreement is required to be registered with any governmental authority, you shall cause such registration to be made and shall bear any expense or tax payable in respect thereof.

9. **Privacy Statement**

KMI respects and protects the privacy of our customers. We have designed the Services with security features for use by users, including offering restricted input of a student's last name, as well as an option to use unique, computer generated usernames for login, instead of potentially personally identifiable email addresses. Furthermore, the Services are designed so as to never store any official grades or transcript-level data. The foregoing design protections are provided in addition to KMI's compliance in all material respects with all applicable laws and regulations pertaining to the privacy of non-public personally identifiable information about consumers, as well as personal information, including the Gramm Leach Bliley Act, and its implementing regulations and any applicable state laws. In the event KMI receives notice of any relevant investigation, inquiry, or proceeding concerning privacy of consumer information, you shall be promptly notified. As modified by this Agreement, please refer to our Privacy Statement on the Knowledge Matters website for a full description of our policies.

10. **Feedback/Monitoring**

You agree that KMI may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. KMI may monitor your content from time to time. KMI may, but has no obligation to, monitor content on the Services. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect KMI or its customers, or operate the Services properly. KMI, in its sole discretion, may refuse to post, remove, or refuse to remove, any content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

11. **User ID and Password Security**

You are responsible for securely managing your password(s) for access to the Services. If you become aware of any unauthorized access to your Services account, theft or loss of your password, you agree to contact KMI as soon as possible.

12. **General Provisions**

12.1 Waiver. The waiver by us of a breach or a default of any provision of this Agreement by you shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission to exercise or avail ourselves of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

12.2 Governing Law; Consent to Jurisdiction & Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties agree that any litigation arising under this Agreement may be brought in the federal and state courts located in Hampden County, Massachusetts, USA.

12.3 Entire Agreement; Amendment. This Agreement, the Privacy Statement and the documentation provided by us, constitute the entire agreement between the parties with regard to the subject matter hereof. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Terms set forth in any purchase order you submit (or other similar document) that are in addition to or at variance with the terms of this Agreement are specifically waived by you. All such terms will be considered by us to be proposed material alterations of this Agreement and are rejected.

12.4 Costs, Expenses and Attorneys' Fees. You shall reimburse KMI for all reasonable costs (including attorneys' fees) incurred by us in collecting late payments from you.

12.5 Assignment. This Agreement and the rights and obligations hereunder, may not be assigned, in whole or in part by you, except to a successor to the whole of your business, without our prior written consent.

13. **License to the Government**

If the Services or any KMI software or documentation is acquired by or on behalf of a unit or agency of the United States Government, the Government agrees that the KMI Services, software or documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the Government's rights with respect to such KMI Services, software or documentation are, in the case of civilian agency use, Restricted Rights, as defined in FAR §52.227.19, and if for Department of Defense use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

14. **Promotions**

During the course of providing the Services, we may tell you about other KMI products or services. If you decide to use any of the additional KMI products or services, additional terms and conditions and separate fees may apply. We may tell you about third party products or services. You may be offered products or services by third parties who are not affiliated with KMI or the Services may contain links to third party websites. If you decide to use any third party products or access any third party sites, you are responsible for reviewing the third party's separate product terms, website terms and privacy policies. You agree that the third parties, and not KMI, are responsible for their product's performance and the content on their websites.

15. **Communications**

KMI may be required by law to send you communications about the Services or Third Party Products. You agree that KMI may send these communications to you via email or by posting them on one of our sponsored websites. If you later decide that you do not want to receive future communications electronically, please review the Privacy Statement provided on the website to review your communications choices.

16. **Contact Information**

You can contact KMI by mail at 85 Woodland Drive, Florence, MA 01062 or by calling 413-587-9917 if you have a question or concern about any product we sell or the Service.

Knowledge Matters, Inc.'s ("KMI") Privacy Statement

OUR COMMITMENT TO PRIVACY

We value your privacy. We provide this statement to describe our information practices and the way your information is collected and used. By accessing or using our website(s), content and products, you are agreeing with the policy terms of this Privacy Statement. If at any time you have questions or concerns about this Privacy Statement, please contact as provided below.

THE INFORMATION WE COLLECT AND HOW IT IS USED

1) *Website(s)*: The following applies to all information collected or submitted on KMI's operated website(s). On some pages, you can order products, make requests, submit information, and register to receive materials. The types of personal information collected at these pages may include; name, address, email address, phone number, credit/debit card information, as well as other similar personal information.

On some pages, you can submit information about other people. For example, if you register a student sub-user, you may need to submit the student's email and/or mailing address. In these circumstances, the types of personal information collected may be: name, address, phone number, and/or email address. While student first name, last name combinations are readily available to the public, we nevertheless provide a method for preventing students from entering more than a single initial for last name. If you would like this feature turned on for your district, contact support@knowledgematters.com. Email addresses often follow a standard format and are readily guessable by the public. However, for schools that don't want to expose student emails, we offer an option to use unique, computer generated usernames instead of email addresses. For more info on using this option, click [here](#).

We also collect and store the results of each sub-users progress through the course materials which will be available to the holder of the license of the services for purposes of assessment. We do not store any official grades. We store only assignment-level grade recommendations for student simulation and quiz work. All recommendations are subject to correction, adjustment, curving, etc. by the instructor before becoming final assignment grades. We do not store any official assignment grades, mid-term grades, final grades, or transcript-level data. Knowledge Matters does NOT authorize any district to use KMI systems as a repository for official district assignment, midterm, final or transcript-level grades at any time. To lessen the total amount of student assignment work and grade recommendations on our systems, beginning July 2018, we will permanently delete any student work and grade recommendation data for courses ending more than 12 months prior. Instructors should export any data needed prior to that time. For information on how to do this, click [here](#).

Data is retained only for educational purposes. With the submission of a written request, a student's parent/legal guardian may request the deletion of the student's data.

We store personally identifiable information in a secure manner, and also use Secure Sockets Layer encrypted connections to transmit your payment-related personally identifiable information to further protect its privacy. We may also collect unique usage information, which does NOT include personally identifiable information, to assist us in understanding our customers' use patterns and for use in developing new educational products and services.

2) *Content Products* Our content products do NOT collect personally identifiable information. Content Products can be uninstalled from your computer at any time by using the standard Add or Remove Programs feature in the Windows Control Panel.

3) *Monitoring/Collection of Information* To assist us in supporting the Services and for future product development, we monitor and collect anonymous usage statistics. The information gathered is used to accurately track the number of people using our products and other non-personal information.

4) *Use of Information* a) We will not share your personally identifiable information with third parties without your consent (subject to the limited exceptions identified below) and at the time you are asked for this information or for consent, we will inform you of:

- The personally identifiable information to be shared
- The identity of the third party
- A link to the third party's privacy statement, if available

Please understand that we may share your information with third parties under the following limited circumstances:

- If we use third party contractors to provide services to us or on our behalf. We do require such contractors to maintain personally identifiable information as confidential, and to only use it on our behalf.
- If we, in good faith, are required to disclose it to comply with legal processes, or we need to do so to protect your, our or the public's rights or property interests.
- If our company is involved in a sale, merger, or any other combination with a third party. In such circumstances, the surviving entity will be responsible for this Privacy Policy and the personally identifiable information collected from you.

b) To permit your efficient use of our websites, products and services, we use cookies (small files stored in your computer), for the purpose of maintaining your login status. Please note that cookies are not used to access your payment information. This information can only be accessed when you enter your name and password.

c) Periodically, we may aggregate data at the class, school, state or national level to allow teachers to compare class performance against state and national averages. All such data will be aggregated and no personally identifiable information will be disclosed.

d) Periodically, we may send e-mails to users of our products and services who have indicated an interest in receiving news, updates, special offers and other information relating to our products and services, and to select third party products and services. You may elect to unsubscribe to these communications by accessing your account information through the My Account section of the KMI website, or by clicking on the link provided at the bottom of our e-mails to you.

e) If you choose not to submit personal information, or if you choose to configure your browser to remove or reject cookies or other passive data collection, you will not be able to fully utilize our products, services and website features.

f) Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13. The license holder is responsible for assuring that each student granted access to the services is over the age of 13. Anyone identified as being under age 13 will be restricted from accessing or using any of our products or services that require them to enter additional personally identifiable information, and they will not be permitted to purchase any of our products or services. They may access portions of our websites without additional personally identifiable information being collected.

g) We may periodically update our Privacy Policy. Please understand that it is your responsibility to review this Privacy Policy frequently to remain informed about any changes to it. Your continued use of our website or content products will indicate your acceptance of any changes we do make. Our most current Privacy Policy will always be available for your review on <http://www.KnowledgeMatters.com>. We will provide prominent notice before making material changes to our privacy policy for school services.

h) How to Contact Us While we strive for error free performance, we cannot always catch an unintended privacy issue. As a result, we encourage your questions and comments about any privacy concerns, about this Privacy Policy, or about any of our products and services. Please direct them to us by sending an email to info@KnowledgeMatters.com.

Last Modified: September 28, 2018
