ACADEMIC EDGE
P.O. Box 23605
Lexington, KY 40523-3605

# Invoice

DATE 7/1/2021
INVOICE # 14-8047

BILL TO

Boone County Schools
Accounts Payable
8330 US Highway 42
Florence, KY 41042

DELIVERED TO:

Boone County Schools
8330 US Highway 42
Florence, KY 41042

| Lexia Account # 1954-5374-3289-8109 | SM Code | NA | RP Account # | |
|---|---|---|---|---|
| Your students will read well. Really well. We're doing this...together! | Rep | P.O. NO. | New Expire Date | TERMS |
| | JBH | 2001127 | June 30, 2022 | Net 45 |

| ITEM | DESCRIPTION | QTY | PRICE | CLASS | TOTAL |
|---|---|---|---|---|---|
| Lexia New C... | NEW 3 Year Lexia Core5 for All 14 Boone County Elementary Schools, July 1, 2019-June 30, 2022 | 3 | 28,500.00 | New | 85,500.00 |
| Discretionary | Total 30% Discount, includes 3+ year multiyear savings (15%) and a total additional savings of 15% | | -30.00% | New | -25,650.00 |
| Lexia Rene... | Renewal 3 Year Lexia Core5 for All 14 Boone County Elementary Schools, July 1, 2019-June 30, 2022 | 11 | 28,500.00 | Renew | 313,500.00 |
| Discretionary | Total 30% Discount, includes 3+ year multiyear savings (15%) and a total additional savings of 15% | | -30.00% | Renew | -94,050.00 |
| Pay't Plan | District opted for payment plan. 1-time administrative fee.<br>Due July 1, 2019, $111,720 plus $8379.12 admin fee<br>30% due July 1, 2020, $83.790.00<br>30% due July 1, 2021, $83,790.00 | | 8,379.12 | AEI Product | 8,379.12 |
| Lexia | Credit for past payment due and payable July 1, 2019 | | -120099.12 | Renew | -120,099.12 |
| Lexia | Credit for past payment due and payable July 1, 2020 | | -83,790.00 | Renew | -83,790.00 |
| JBH | Brad Hilton, Educational Consultant<br>brad.hilton@academicedge.com<br>859-412-0225 (cell)<br>859-252-3000 (office/support) | | | Renew | 0.00 |

| Please remit to:<br>Academic Edge, Inc. P.O. Box 23605 Lexington, KY 40523-3605 | **Payments/Credits** | $0.00 |
|---|---|---|
| Thank you for renewing your partnership with us! How can we help? | **Balance Due** | **$83,790.00** |

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| 859.252.3000 | 859.422.4989 | success@academicedge.com | https://academicedge.com |

Errors & omissions excepted.

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The Academic Edge office designated to respond to allegations of copyright infringement on the part of individuals at The Academic Edge, in accordance with the Digital Millennium Copyright Act, is identified below, along with contact information.

The act requires the complainant to include certain information in a complaint, and providing that information in the initial contact may help speed resolution of the complaint.

## Digital Millennium Copyright Act

The Digital Millennium Copyright Act specifies that all infringement claims must be in writing (either electronic mail or paper letter) and must include the following elements:

1. a physical or electronic signature;
2. identification of the infringed work;
3. identification of the infringed material;
4. contact information for the complainant, e.g. address, telephone number, electronic mail address;
5. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner or the law; and
6. a statement that the information contained in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

# Communications

When inquiries are E-mailed to us, we store the question and the E-mail address information so that we can respond electronically. Unless otherwise required by statute, we do not identify publicly who sends questions or comments to our web site. We will not obtain information that will allow us to personally identify you when you visit our site, unless you chose to provide such information to us.

By submitting an inquiry of any type through any means to us, **you are providing us with permission to to respond to that inquiry** ***and to send additional information***

***at any time*, through whatever channel we elect to use, including email, email campaigns, and telephone, *until such time as you elect to opt-out of any or all messaging***. We will not sell your email to others and we will immediately respect your wishes to unsubscribe from any or all of our messaging except those required as part of a continued business relationship.

# Agent Contact Information

For inquires regarding copyright and other legal matters, please contact:

**Legal and Copyright Management**
**The Academic Edge, Inc.**
PO Box 5307
Bloomington, Indiana 47407-5307

legal@academicedge.com

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# Website Privacy Policy

Lexia Learning Systems LLC, a Cambium Learning® Group company ("Lexia") is the developer of the Lexia® technology-based learning solutions. We take the privacy of our customers seriously. We are committed to safeguarding your privacy while providing a personalized and valuable service.

## 1. Overview

This Privacy Policy explains the data processing practices of Lexia, and how Lexia collects and uses your personal information when you visit or access www.Lexialearning.com or our other commercial websites ("Websites"), or when you interact with us in other on-line and off-line sales or marketing activities. This privacy policy also describes how Lexia shares and secures your personal information, as well as your choices regarding the use, access and correction of your personal information. For our privacy policies concerning the collection and use of personal information of school or district students or staffs that is collected within and through use of our online subscription products and related services, including www.mylexia.com and the MyLexia mobile application, please refer to our Application Data Privacy Policy. If you have any requests concerning your personal information or any questions about these practices please contact our Privacy Officer by e-mail at privacy@lexialearning.com.

Information provided by you may be requested from one of our Websites or those of our affiliates under the Lexia, the Cambium Learning Group or one of the Cambium Learning Group brands, or from one of our reputable co-marketing partner sites that represent our brands on their own websites under their company and/or brand name. In the event that you provide us with personal information for the purposes of free registration and you later make a purchase, whether directly from us or facilitated by one of our e-commerce partners, we will collect and use your personal information according to our stated policies that are posted and available for your review at the time of purchase.

As described in this Privacy Policy, we use your personal information to provide and improve our services. By visiting our Website or using our

services, you agree to the collection and use of information in accordance with this Privacy Policy.

We encourage you to periodically review this privacy policy as it may change at any time at our sole discretion. Our Website may contain links to third party sites, which are not subject to this privacy policy. Lexia does not endorse and is not responsible for the privacy practices or content on these sites. We recommend that you read the privacy policy of any such sites that you visit.

## 2. Information Collected

Personal information is collected by Lexia. We collect personal information about you (your “Personal Information”) through:

- The use of inquiry and registration forms
- The purchase process when you buy any of our products or services
- The provision of your details to us either online or offline

The elements of your Personal Information that we collect under this policy may include:

- Name
- Job title
- Company name
- Personal or professional contact and demographic information, shipping and billing addresses, phone and fax number
- Mobile telephone number
- E-mail address
- IP address, device information, activity information and browser information
- Payment details such as credit card information and transaction history
- Market research data such as customer usage patterns

## 3. Use and Disclosure of Personal Information

We use Personal Information under this privacy policy for various business purposes which may include:

- Providing our customers with a personalized service and support.
- Engaging in transactions and communications with our customers.
- Processing orders, registrations and inquiries.
- Conducting market research and surveys.
- Running competitions.
- Measuring interest in and improving our website, products, and services.
- Providing our customers with information about products and services we offer. You may stop the delivery of marketing emails by following the instructions accompanying a particular communication or by contacting us at privacy@lexialearning.com.
- Protecting rights or fulfilling obligations required by law, regulation or contract.
- Resolving disputes, collecting fees, protecting against fraud, and troubleshooting problems

We use the information you provide when placing an order to complete that order and to service your account. We do not share this information with outside parties except: 1. to the extent necessary to complete that order or to provide you with services by way of our service providers or contracted partners (e.g., payment processing, sales partners servicing your account, third-party shipping, cloud computing infrastructure and hosting providers, business analytics, customer support); or 2. to successors in title to our business; or 3. in accordance with legal and regulatory requirements or to respond to a government subpoena or other government request; or 4. as necessary, in Lexia's sole discretion, to protect the perceived rights, safety and property of Lexia, users of our Websites or services, and the public; or 5. with the parent organization, affiliate or subsidiary entities of Lexia to manage the personal information as joint controllers. We may also disclose your personal information to any other third party with your prior consent.

You may sign-up to receive email or newsletter or other marketing communications from us. If you would like to discontinue receiving this information, you may update your email preferences by using the "Unsubscribe" link found in emails we send to you or at your member profile on our website or by contacting us at privacy@lexialearning.com.

Other than as set out above, you will be notified when personal information about you will be shared with third parties, and you will have an opportunity to choose not to have us share such information.

We also use information in aggregate form (so that no individual user is identified):

- To build up marketing profiles
- To aid strategic development
- To audit usage of the Website

## 4. Use of Cookies and Other Tracking Devices

We use cookies or similar tracking devices to help personalize your use of our Websites. A cookie is a small piece of information which is sent to your computer's hard drive by the web server so that the website can remember who you are. This information may include information relating to your use of our Websites, information about your computer such as the computer's IP address and browser type, demographic data, Internet service provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data and, if you arrived at our Website via a link from a third party site, the URL of the linking page. We do not use tracking devices to track your usage of the Internet on other sites not operated by Lexia.

We use cookies and other tracking devices to analyze trends, administer the Website, understand and analyze our users' movements around the Website, and to gather demographic information about our user base as a whole.

We also use information from cookies for purposes, which may include:

- Identifying returning users and registrants
- Enabling users to move more easily around our Websites
- Tracking how our users use of our Websites to better develop our sites in accordance with user requirements
- Building up a demographic profile of our Website users

If you do not want to help us learn how to improve our Websites, products, offers and marketing strategy, you may indicate your preference on the cookies preference center on the Website, and/or you may choose to set your Web browser to not accept certain cookies. Similar preference settings options may be available on your mobile device. You can control the use of certain cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our Website

or service. Further information on how to prevent cookies from being stored on your computer can be found on http://www.allaboutcookies.org under the ‘manage cookies’ section. Alternatively, go to the help menu within your Internet browser.

From time to time we may permit third party companies to set cookies on Lexia Websites for purposes which may include market research, revenue tracking or to improve functionality of the site.

From time to time we may permit third party companies to set cookies on Lexia Websites for purposes which may include market research, revenue tracking or to improve functionality of the site.

We may place or recognize technology on your browser or device when you visit our Sites for purposes of serving you targeted advertising (also referred to as "online behavioral advertising").  We also work with third party advertising companies who place their own cookies or similar technology on your browser or device when you visit our Sites and other websites to serve customized advertisements to you as you browse the Internet. As noted above, you can set your device or browser to accept or reject most cookies, or at least notify you in most situations that the technology is offered. As an additional step, these advertising companies may participate in one of the following self-regulatory programs for online behavioral advertising, with corresponding user opt-outs:

- Networking Advertising Initiative (http://www.networkadvertising.org/choices/) (US Only)
- Digital Advertising Alliance (http://www.aboutads.info/choices/) (US Only)
- European Interactive Digital Advertising Alliance (http://www.youronlinechoices.eu/) (EU Only)
- Digital Advertising Alliance - Canada (http://youradchoices.ca/choices) (Canada Only)
- DAA App Choices Mobile App (Mobile Devices Only) - For mobile devices (e.g., smartphone, tablets), you may consider downloading the DAA AppChoices Mobile App to manage such technology.

Please note that even if you reject such technology, you may continue to receive advertisements, but the advertisements will not be tailored to your browsing activities and interests.

## 5. Security

Lexia has implemented an Information Security Program and security measures designed to help ensure that our users' Personal Information is protected against unauthorized access or use, alteration, unlawful or accidental destruction, or accidental loss. Although we make reasonable efforts to protect your Personal Information from loss, misuse, or alteration by third parties, you should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that thieves could find a way to thwart our security systems. If you have any questions about the security of your personal information, you can contact us at privacy@lexialearning.com.

## 6. Transfer of Personal Information

The Internet is a global environment. Websites, software, services and programs delivered and accessed through the Internet necessarily involve the transmission and processing of personal data, sometimes on an international basis, depending, for example, on where the user is located. When personal information is provided to Lexia through the Websites, the information will be processed from and stored on servers located in the United States and globally, and by using the Websites, you acknowledge and give Lexia authorization to such transfer, processing and storage.

Lexia participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. Lexia is committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, respectively, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield List at https://www.privacyshield.gov/list.

Lexia is responsible for the processing of personal data it receives under the Privacy Shield Framework and subsequently transfers to a third party acting as an agent on its behalf. We comply with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Lexia is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, we may be required to disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved concern about personal data that we have not addressed satisfactorily, we have committed to cooperate with the panels established by the EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) to serve as our independent dispute resolution bodies for the Frameworks. In addition, under certain conditions, more fully described on the Privacy website, European residents may invoke binding arbitration for non-monetary issues when other dispute resolution procedures have been exhausted.

While the European Court of Justice has held that the Framework is no longer "adequate" for the transfer of personal data from the EU to the U.S., Lexia continues to abide by the privacy principles and other requirements of the Framework with respect to personal data we process in the U.S. from data subjects in the European Union.  In addition, Lexia has implemented other appropriate cross-border transfer solutions, notably in accordance with Article 49 of the General Data Protection Regulation, to provide adequate protection for transfers of certain personal data, including notably from EEA and the UK to the U.S. To the extent permitted by applicable law, your use of this site constitutes your consent to the transfer of your personal data to Lexia in the United States.

## 7. Access to Personal Information & Request Process

Upon request and as provided herein, Lexia will provide you with information about whether we hold any of your personal information. You may access, correct, or request deletion of your personal information by contacting us. We will respond to your request within a reasonable timeframe.

Where required by applicable law, and notably by the **General Data Protection Regulation (GDPR)** for residents of the UK and European Union, you have the right to obtain confirmation of the existence of certain Personal Data relating to you, to verify its content, origin, and accuracy, as well as the

right to access, review, port, delete, or to block or withdraw consent to the processing of certain Personal Data (without affecting the lawfulness of processing based on consent before its withdrawal), by contacting us as detailed below. **In particular, you have the right to object to our use of Personal Data for any direct marketing and in certain other situations at any time**. Please note that certain Personal Data may be retained as required or permitted by applicable law.

We may charge the allowable fee under applicable law for provision of this information. We will respond to your request within a reasonable timeframe. Please note that additional information may be required to confirm and enable us to assist with your request. The timeframe to address the request may vary depending on the nature of the request, however, we will endeavor to address the request as promptly as possible, typically within thirty (30) days and as may be required by law.

## 8. Personal Information – Retention

We may retain your Personal Information for as long as your account is active or as needed to provide you with our services, comply with our legal and regulatory obligations, verify performance, resolve disputes and enforce our rights and agreements.

## 9. Children Under 13

We do not intentionally collect any information on children under 13 years of age from our Websites. We will undertake to delete any details of such users where a parent, guardian or authorized school official has notified us that any such details have been obtained.

## 10. Changes to this Policy

This policy is effective as of the date indicated below. We will review and may update this privacy policy from time to time to reflect changes to our privacy practices and in accordance with changes in legislation, best practice or

Website enhancements. We will notify you about material changes to this privacy policy by posting the new privacy policy on this page with the “Last Updated” date indicated, by sending a notice to the email address you provided to us, or by placing a prominent notice on our Website.

*Last reviewed: March 9, 2021*