



501 Grant St, STE 1075  
Pittsburgh, PA, 15219  
(888) 851-7094

QUOTE NO: Q-25191

DATE: 5/20/2021  
EXPIRES ON: 6/19/2021

#### CONTACT INFORMATION

Boone Co School District  
8330 Us Hwy 42  
Florence, KY, 41042

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Financial Secretary  
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ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Fast ForWord with Reading Assistant Plus Subscription	Fast ForWord with Reading Assistant Plus Subscription	1 Yrs	110	\$4,675.00
• Fast ForWord Subscription	Fast ForWord Subscription	1 Yrs	110	Included
• Reading Assistant Plus Subscription	Reading Assistant Plus Subscription	1 Yrs	110	Included

<b>SUBTOTAL:</b>	\$4,675.00
<b>SHIPPING AND HANDLING:</b>	\$0.00
<b>STATE SALES TAX:</b>	\$0.00
<b>TOTAL:</b>	\$4,675.00

## TERMS AND CONDITIONS

- The attached quotation is confidential and proprietary information not to be distributed or shared by the Customer.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: <http://www.carnegielearning.com/terms-of-use>
- Prices are subject to change without notice.
- Quote is valid for 30 days.
- Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640.
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
  - Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
  - Media received in a damaged condition that would render it unsuitable for use.
  - Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
- Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available.
- Multi-year licenses run consecutively from license activation date.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at <http://carnegielearning.com/support>). Prices do not include hardware.
- All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
- An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.
- All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.

EMC SCHOOL AND MONDO EDUCATION ARE PART OF CARNEGIE LEARNING

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# Terms of Use

**Effective Date: January 25, 2016**

Welcome to the [carnegielearning.com](https://carnegielearning.com) and associated subdomains, our software, and apps (collectively our “digital properties”) operated by Carnegie Learning, Inc. (“we” or “us”). We appreciate your interest in our digital properties. We have designed these Terms of Use (“Terms”) to ensure that the digital properties remains a safe, fun, and rewarding experience for everyone.

## **1. These Terms apply to all use of our digital properties**

These Terms apply to all use of our digital properties. As a user of the digital properties, “you” agree that these Terms are a binding contract that applies to all of your use of the digital properties and any subscription or license that you have purchased, or that have been purchased on your behalf, through the digital properties. By visiting the digital properties, you are agreeing that you will comply with these Terms. If you do not agree to these Terms, you should not use our digital properties.

These Terms are effective as of the effective date identified above. We may change these Terms in the future, so we encourage you periodically to review the Terms of Use posted on our digital properties. If you do not agree to changes in the Terms of Use as they may occur, please discontinue your use of our digital properties. Your continued use of the digital properties will signify your acceptance of any change in the terms and conditions set forth herein.

If you are a parent, student, teacher, or administrator of a school or school district who has licensed our products and services and you do not agree to changes in the Terms of Use, please discontinue your use of our digital properties and contact your teacher, school, or school district administrator.

Our digital properties may contain links to websites or other online offerings that we do not operate or control. We are not responsible for the privacy practices or content of those offerings. You should be aware that different terms may apply to your use of those offerings.

## **2. We protect your personal information in accordance with our Privacy Policy.**

We have a [Privacy Policy](#) that applies to our digital properties. It contains important information about the ways that we collect, use and share information about Carnegie Learning customers, such as teachers or school or school district administrators, as well as their students. We encourage you to read it so that you will understand your choices concerning protection of your personal information. Our [Privacy Policy](#) is considered a part of these Terms.

## **3. Your use of our digital properties must comply with our standards of conduct.**

To maintain the integrity of our digital properties and the user experience of all users of the digital properties, you agree not to misuse the digital properties or their content. For example, you must not do (or attempt to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt or interfere with the normal operation and navigation of the digital properties or the availability of the digital properties to other users.
- Circumvent any measures we use to limit access to the digital properties or particular content available on the digital properties.
- Access the digital properties using any unauthorized “robot,” “spider,” “scraper” or other automated means.
- Display the digital properties, or any of their content, in a “frame,” in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Make any commercial use of the digital properties or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to a digital properties from any commercial website, or maintain any other link that we ask you to remove.
- Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the digital properties.
- Use the digital properties to transmit or collect personally identifiable information about other users.
- Use the digital properties to advertise or promote any goods or services other than ours. This includes chain letters, junk mail, “spamming,” solicitations (commercial or non-commercial), or bulk communications of any kind, including but not limited to distribution lists that include any person who has not given specific permission to be included on such a list.
- Use the digital properties to send or post any message or material that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable, or that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation. This includes material in the form of text, graphics, audio, video, or programs.
- Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.
- Use any other subscriber’s information, personal or otherwise, for any commercial purpose or to obtain direct financial gain.

We will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Service contained in this Section 3.

**4. Additional terms apply if you register for or use an account on our digital properties.**

Portions of our digital properties offer you the option of signing on as a guest or registering as a member. This Section 4 states additional terms that apply to such accounts.

Parents, teachers, or administrators of a school or school district who has licensed our products and services (collectively, “Non-Student Users”) who register for the digital properties are required to provide us with accurate and complete information including your name, email address, job title, phone number, school, school district, and password. You also must update your account when information you have provided to us changes. To update your account information, click on the “Your Account” link on the relevant digital property.

You authorize us to use the contact information you provide us to communicate with you about our digital properties and products, as indicated in the preferences set for your account. We do not communicate directly with students.

Students who register to use the teaching and learning resources at the direction of their teachers, school or school district administrators may provide their name, email address, class and school where they are enrolled. In some cases, Non-Student Users will provide this information to us on the students’ behalf.

You are responsible for maintaining the confidentiality of your account login names and passwords, and you must not permit use of your account by anyone else. You accept responsibility for all activities that occur under your account, including product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you agree to contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

**5. We may change our digital properties and our offerings at any time.**

We reserve the right to take any of the following actions at our discretion at any time, and without giving you prior notice:

- Change or discontinue any digital property, and the products, promotions, and other offerings on the digital properties.
- Limit the availability of products.
- Impose conditions on the product licenses.
- Restrict or terminate your access or registration to the digital properties.

We will not be liable to you or any third party for taking any of these actions. If we terminate your access to any of the digital properties, you must immediately stop using such digital property. Upon termination, these Terms shall continue to apply to any other use of the digital properties that you are permitted to make. Any termination will not affect our rights as to any violation of these Terms by you.

**6. We retain all rights to our trademarks, copyrights and other intellectual property.**

The trademarks used on the digital properties, the products offered through the digital properties, the appearance and content of the digital properties, and the technology used to provide the digital properties are protected by intellectual property and other laws in the U.S. and in other countries. As between you and us, we retain all right, title and interest in and to our digital properties, products, content and technology. You must comply with all such laws. You agree not to remove, obscure or alter any trademark, copyright or other legal notices on the digital properties. You also agree not to use our trademarks in meta tags or in any way that is likely to cause confusion or that disparages or discredits us.

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DMCA Agent

Carnegie Learning

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Pittsburgh, PA 15219

[dmca@carnegielearning.com](mailto:dmca@carnegielearning.com)

## **8. YOUR RIGHTS AND REMEDIES FOR YOUR USE OF THE DIGITAL PROPERTIES ARE LIMITED.**

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SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

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## **9. If you violate these Terms, and someone makes a claim against us as a result, you must make us whole.**

You agree to defend, indemnify, and hold us harmless against any and all claims or demands, including damages, costs and expenses, or attorneys' fees arising from or related to your (or any other subscriber of your account's) use or misuse of the digital properties. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section 9 without our prior written approval.

laws provisions. By registering for or using the digital properties, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Pittsburgh, Pennsylvania.

In the event that any provision of the Terms of Use conflicts with the law under which the Terms of Use are to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Use, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party’s right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

We may assign its rights and obligations under these Terms of Use and upon such assignment we may be relieved of any further obligation hereunder. You represent to us that you have the authority to register with the digital properties according to these Terms of Use.

These Terms of Use and any additional terms (as such terms shall be identified when posted on the digital properties by us) constitute the entire understanding between the parties as to subject matter hereof, and supersede all prior agreements and understandings.

**11. If you have questions or concerns, please contact us, and we will try to resolve them.**

If you have any questions or concerns about these Terms or the digital properties, please call us toll-free at 877-401-2527 or contact us at:

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