



DEDICATED TO TEACHERS

Heinemann

145 Maplewood Ave
Suite 300
Portsmouth, NH 03801
800.225.6800
Fax: 877.231.6980

DATE: MAY 25, 2021

EXPIRATION DATE
12/31/2021

TO Florence Elementary
103 Center Street
Florence, KY

SALESPERSON	PHONE	EMAIL	FAX
Dee Camp	317.514.6515	dee@deecampeducation.com	

QTY	DESCRIPTION	ISBN	LINE TOTAL
3	Interactive Read-Aloud Collection, Grade K \$1080	978-0-325-09829-6	\$3240.00
3	Interactive Read-Aloud Collection, Grade 1 \$1080	978-0-325-09830-2	3240.00
2	Interactive Read-Aloud Collection, Grade 2 \$1080	978-0-325-09831-9	\$2160.00
2	Interactive Read-Aloud Collection, Grade 3 \$1140	978-0-325-10813-1	\$2280.00
2	Interactive Read-Aloud Collection, Grade 4 \$1500	978-0-325-11213-8	\$3000.00
2	Interactive Read-Aloud Collection, Grade 5 \$1500	978-0-325-11214-5	\$3000.00
SUBTOTAL			\$16,920.00

SHIPPING	\$1438.20
TOTAL	\$18,358.20

Shipping Charges: Charges to U.S. addresses are based on order value, with a \$7.00 minimum:

\$0 - \$2,000 = 10%

\$2,000 - \$10,000 = 9%

\$10,000 - \$50,000 = 8.5%

\$50,000 - \$100,000 = 8%

\$100,000 - \$200,000 = 7%

Over \$200,000 = 6%



murphys1

145 Maplewood Avenue Suite 300, Portsmouth, NH 03801

ORDERS/CUSTOMER SERVICE
TEL:800-225-5800 FAX:603-547-9917
P.O.BOX 528
Portsmouth, NH 03801
www.heinemann.com
Pubnet SAN:210-5829 CODE:HEP
Federal ID#06-1154537 GST:#125-218-917

Z

QUOTE : 5789352

BILL TO: 9713365

SHIP TO: 9713365

FLORENCE ELEMENTARY
103 CENTER STREET
FLORENCE KY 41042

FLORENCE ELEMENTARY
103 CENTER STREET
FLORENCE KY 41042

Account Number	PURCHASE ORDER NUMBER	DATE	SPECIAL INSTRUCTIONS				TERMS	PAGE NO.
9713365	QUOTE	05-25-2021					Net 30 Days	1
ITEM	ISBN	UNIT LIST	DISC %	NET PRICE	DESCRIPTION	UNITS	NET COST	
E09862	978-0-325-09862-3	123.75	20.0	99.00	FOUNTAS /READING MINILESSONS GR1	5	495.00	
E09863	978-0-325-09863-0	123.75	20.0	99.00	FOUNTAS /READING MINILESSONS GR2	5	495.00	
E09864	978-0-325-09864-7	123.75	20.0	99.00	FOUNTAS /READING MINILESSONS GR3	5	495.00	
E09865	978-0-325-09865-4	123.75	20.0	99.00	FOUNTAS /READING MINILESSONS GR4	5	495.00	
E09866	978-0-325-09866-1	123.75	20.0	99.00	FOUNTAS /READING MINILESSONS GR5	5	495.00	
E09861	978-0-325-09861-6	123.75	20.0	99.00	FOUNTAS /READING MINILESSONS GRK	5	495.00	
***** BACKORDERS AND MISC *****								
QUOTATION PRICES VALID FOR 30 DAYS								

MERCHANDISE : 2,970.00

SHIPPING : 267.30

Reference	Total Units	Shipping Weight	Shipping Method
5789352	30	101.70	GROUND COMMERCIAL

QUOTATION AMOUNT 3,237.30
PAYABLE IN U.S. FUNDS:

RETURNS PREPAID TO HEINEMANN C/O HOUGHTON MIFFLIN HARCOURT
465 SOUTH LINCOLN DRIVE TROY,MO 63379

REMIT COPY AND PAYMENT TO:HEINEMANN
15963 COLLECTIONS CENTER DRIVE,CHICAGO IL 60693

PLEASE REFER TO INVOICE/CREDIT
NUMBER IN ALL CORRESPONDENCE



Houghton
Mifflin
Harcourt

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Portsmouth, NH 03801
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Federal ID#:06-1154537 GST:#125-218-917

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QUOTE : 5775365

BILL TO: 9713365

SHIP TO: 9713365

FLORENCE ELEMENTARY
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Account Number	PURCHASE ORDER NUMBER	DATE	SPECIAL INSTRUCTIONS				TERMS	PAGE NO.
9713365	QUOTE	04-23-2021					Net 30 Days	1
ITEM	ISBN	UNIT LIST	DISC %	NET PRICE	DESCRIPTION	UNITS	NET COST	
E11245	978-0-325-11245-9	1,500.00	20.0	1200.00	FOUNTAS /FPC INDEPDNT READING GR 1 2019	5	6,000.00	
					***** CONTAINS *****			
E09798	978-0-325-09798-5				FPC IR GRADE 1 BOOK BIN 1	5		
E11243	978-0-325-11243-5				FPC IR GRADE 1 BOOK BIN 2 2019	5		
E09844	978-0-325-09844-9				FPC IR GRADE 1 BOOK BIN 3	5		
E11244	978-0-325-11244-2				FPC IR GRADE 1 TEACHER BX 2019	5		
					***** CONTAINS *****			
E09834	978-0-325-09834-0	1,500.00	20.0	1200.00	FOUNTAS /FPC INDEPDNT READING GRADE 2	5	6,000.00	
					***** CONTAINS *****			
E09801	978-0-325-09801-2				FPC IR GRADE 2 BOOK BIN 1	5		
E09802	978-0-325-09802-9				FPC IR GRADE 2 BOOK BIN 2	5		
E09845	978-0-325-09845-6				FPC IR GRADE 2 BOOK BIN 3	5		
E09803	978-0-325-09803-6				FPC IR GRADE 2 TEACHER BOX	5		
					***** CONTAINS *****			
E10814	978-0-325-10814-8	2,125.00	20.0	1700.00	FOUNTAS /FPC INDEPDNT READING GRADE 3	5	8,500.00	
					***** CONTAINS *****			
E10793	978-0-325-10793-6				FPC IR GRADE 3 BOOK BIN 1	5		
E10794	978-0-325-10794-3				FPC IR GRADE 3 BOOK BIN 2	5		
E10795	978-0-325-10795-0				FPC IR GRADE 3 BOOK BIN 3	5		
E10796	978-0-325-10796-7				FPC IR GRADE 3 TEACHER BOX	5		
					***** CONTAINS *****			
E10815	978-0-325-10815-5	2,250.00	20.0	1800.00	FOUNTAS /FPC INDEPDNT READING GRADE 4	5	9,000.00	
					***** CONTAINS *****			
E10797	978-0-325-10797-4				FPC IR GRADE 4 BOOK BIN 1	5		
E10798	978-0-325-10798-1				FPC IR GRADE 4 BOOK BIN 2	5		
E10799	978-0-325-10799-8				FPC IR GRADE 4 BOOK BIN 3	5		
E10800	978-0-325-10800-1				FPC IR GRADE 4 TEACHER BOX	5		
					***** CONTAINS *****			
E11216	978-0-325-11216-9	2,250.00	20.0	1800.00	FOUNTAS /FPC INDEPDNT READING GRADE 5	5	9,000.00	



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Account Number	PURCHASE ORDER NUMBER	DATE	SPECIAL INSTRUCTIONS			TERMS	PAGE NO.
9713365	QUOTE	04-23-2021				Net 30 Days	2
ITEM	ISBN	UNIT LIST	DISC %	NET PRICE	DESCRIPTION	UNITS	NET COST
					***** CONTAINS *****		
E11151	978-0-325-11151-3				FPC IR GRADE 5 BOOK BIN 1	5	
E11152	978-0-325-11152-0				FPC IR GRADE 5 BOOK BIN 2	5	
E11153	978-0-325-11153-7				FPC IR GRADE 5 BOOK BIN 3	5	
E11154	978-0-325-11154-4				FPC IR GRADE 5 BOOK BIN 4	5	
E11155	978-0-325-11155-1				FPC IR GRADE 5 TEACHER BOX	5	

E09832	978-0-325-09832-6	1,500.00	20.0	1200.00	FOUNTAS /FPC INDEPDNT READING GRADE K	5	6,000.00
					***** CONTAINS *****		
E09795	978-0-325-09795-4				FPC IR GRADE K BOOK BIN 1	5	
E09796	978-0-325-09796-1				FPC IR GRADE K BOOK BIN 2	5	
E09843	978-0-325-09843-2				FPC IR GRADE K BOOK BIN 3	5	
E09797	978-0-325-09797-8				FPC IR GRADE K TEACHER BOX	5	

					***** BACKORDERS AND MISC *****		

					QUOTATION PRICES VALID FOR 30 DAYS		

MERCHANDISE : 44,500.00
 SHIPPING : 3,782.50

Reference	Total Units	Shipping Weight	Shipping Method
5775365	30	1,843.00	GROUND COMMERCIAL

QUOTATION AMOUNT 48,282.50
 PAYABLE IN U.S. FUNDS:

RETURNS PREPAID TO HEINEMANN C/O HOUGHTON MIFFLIN HARCOURT
 465 SOUTH LINCOLN DRIVE TROY,MO 63378

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9713365	QUOTE	05-25-2021					Net 30 Days	1
ITEM	ISBN	UNIT LIST	DISC %	NET PRICE	DESCRIPTION	UNITS	NET COST	
E10805	978-0-325-10805-6	8,125.00	20.0	6500.00	FOUNTAS /FPC GUIDED READING GR 1 FULL ***** CONTAINS *****	1	6,500.00	
E09694	978-0-325-09694-0				FPC GR GRADE 1 BOX 1	1		
E09695	978-0-325-09695-7				FPC GR GRADE 1 BOX 2	1		
E09696	978-0-325-09696-4				FPC GR GRADE 1 BOX 3	1		
E09697	978-0-325-09697-1				FPC GR GRADE 1 BOX 4	1		
E09698	978-0-325-09698-8				FPC GR GRADE 1 BOX 5	1		
E09699	978-0-325-09699-5				FPC GR GRADE 1 BOX 6	1		
E09700	978-0-325-09700-8				FPC GR GRADE 1 BOX 7	1		
E10741	978-0-325-10741-7				FPC GR GRADE 1 BOX 1 P2	1		
E10742	978-0-325-10742-4				FPC GR GRADE 1 BOX 2 P2	1		
E10743	978-0-325-10743-1				FPC GR GRADE 1 BOX 3 P2	1		
E10744	978-0-325-10744-8				FPC GR GRADE 1 BOX 4 P2	1		
E10745	978-0-325-10745-5				FPC GR GRADE 1 BOX 5 P2	1		
E10746	978-0-325-10746-2				FPC GR GRADE 1 BOX 6 P2	1		
E10747	978-0-325-10747-9				FPC GR GRADE 1 BOX 7 P2	1		
E10802	978-0-325-10802-5				FPC GR GRADE 1 FULL TEACH BOX *****	1		
E10806	978-0-325-10806-3	8,125.00	20.0	6500.00	FOUNTAS /FPC GUIDED READING GR 2 FULL ***** CONTAINS *****	1	6,500.00	
E09701	978-0-325-09701-5				FPC GR GRADE 2 BOX 1	1		
E09702	978-0-325-09702-2				FPC GR GRADE 2 BOX 2	1		
E09703	978-0-325-09703-9				FPC GR GRADE 2 BOX 3	1		
E09704	978-0-325-09704-6				FPC GR GRADE 2 BOX 4	1		
E09705	978-0-325-09705-3				FPC GR GRADE 2 BOX 5	1		
E09706	978-0-325-09706-0				FPC GR GRADE 2 BOX 6	1		
E09707	978-0-325-09707-7				FPC GR GRADE 2 BOX 7	1		
E10749	978-0-325-10749-3				FPC GR GRADE 2 BOX 1 P2	1		
E10750	978-0-325-10750-9				FPC GR GRADE 2 BOX 2 P2	1		



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ITEM	ISBN	UNIT LIST	DISC %	NET PRICE	DESCRIPTION	UNITS	NET COST
E10751	978-0-325-10751-6				FPC GR GRADE 2 BOX 3 P2	1	
E10752	978-0-325-10752-3				FPC GR GRADE 2 BOX 4 P2	1	
E10753	978-0-325-10753-0				FPC GR GRADE 2 BOX 5 P2	1	
E10754	978-0-325-10754-7				FPC GR GRADE 2 BOX 6 P2	1	
E10755	978-0-325-10755-4				FPC GR GRADE 2 BOX 7 P2	1	
E10803	978-0-325-10803-2				FPC GR GRADE 2 FULL TEACH BOX	1	

E10804	978-0-325-10804-9	8,125.00	20.0	6500.00	FOUNTAS /FPC GUIDED READING GR K FULL	1	6,500.00
***** CONTAINS *****							
E09708	978-0-325-09708-4				FPC GR GRADE K BOX 1	1	
E09709	978-0-325-09709-1				FPC GR GRADE K BOX 2	1	
E09710	978-0-325-09710-7				FPC GR GRADE K BOX 3	1	
E09711	978-0-325-09711-4				FPC GR GRADE K BOX 4	1	
E09712	978-0-325-09712-1				FPC GR GRADE K BOX 5	1	
E09713	978-0-325-09713-8				FPC GR GRADE K BOX 6	1	
E09714	978-0-325-09714-5				FPC GR GRADE K BOX 7	1	
E10733	978-0-325-10733-2				FPC GR GRADE K BOX 1 P2	1	
E10734	978-0-325-10734-9				FPC GR GRADE K BOX 2 P2	1	
E10735	978-0-325-10735-6				FPC GR GRADE K BOX 3 P2	1	
E10736	978-0-325-10736-3				FPC GR GRADE K BOX 4 P2	1	
E10737	978-0-325-10737-0				FPC GR GRADE K BOX 5 P2	1	
E10738	978-0-325-10738-7				FPC GR GRADE K BOX 6 P2	1	
E10739	978-0-325-10739-4				FPC GR GRADE K BOX 7 P2	1	
E10801	978-0-325-10801-8				FPC GR GRADE K FULL TEACH BOX	1	

E10811	978-0-325-10811-7	8,125.00	20.0	6500.00	FOUNTAS /FPC GUIDED READING GRADE 3	1	6,500.00
***** CONTAINS *****							
E10757	978-0-325-10757-8				FPC GR GRADE 3 BOX 1	1	
E10758	978-0-325-10758-5				FPC GR GRADE 3 BOX 2	1	



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QUOTE : 5789353

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Account Number	PURCHASE ORDER NUMBER	DATE	SPECIAL INSTRUCTIONS			TERMS	PAGE NO.
9713365	QUOTE	05-25-2021				Net 30 Days	3
ITEM	ISBN	UNIT LIST	DISC %	NET PRICE	DESCRIPTION	UNITS	NET COST
E10759	978-0-325-10759-2				FPC GR GRADE 3 BOX 3	1	
E10760	978-0-325-10760-8				FPC GR GRADE 3 BOX 4	1	
E10761	978-0-325-10761-5				FPC GR GRADE 3 BOX 5	1	
E10762	978-0-325-10762-2				FPC GR GRADE 3 BOX 6	1	
E10763	978-0-325-10763-9				FPC GR GRADE 3 BOX 7	1	
E10764	978-0-325-10764-6				FPC GR GRADE 3 BOX 8	1	
E10765	978-0-325-10765-3				FPC GR GRADE 3 BOX 9	1	
E10766	978-0-325-10766-0				FPC GR GRADE 3 BOX 10	1	
E10767	978-0-325-10767-7				FPC GR GRADE 3 BOX 11	1	
E10768	978-0-325-10768-4				FPC GR GRADE 3 BOX 12	1	
E10769	978-0-325-10769-1				FPC GR GRADE 3 BOX 13	1	
E10770	978-0-325-10770-7				FPC GR GRADE 3 TEACHER BOX	1	

E11210	978-0-325-11210-7	7,312.50	20.0	5850.00	FOUNTAS /FPC GUIDED READING GRADE 4	1	5,850.00
***** CONTAINS *****							
E11109	978-0-325-11109-4				FPC GR GRADE 4 BOX 1	1	
E11110	978-0-325-11110-0				FPC GR GRADE 4 BOX 2	1	
E11111	978-0-325-11111-7				FPC GR GRADE 4 BOX 3	1	
E11112	978-0-325-11112-4				FPC GR GRADE 4 BOX 4	1	
E11113	978-0-325-11113-1				FPC GR GRADE 4 BOX 5	1	
E11114	978-0-325-11114-8				FPC GR GRADE 4 BOX 6	1	
E11115	978-0-325-11115-5				FPC GR GRADE 4 BOX 7	1	
E11116	978-0-325-11116-2				FPC GR GRADE 4 BOX 8	1	
E11117	978-0-325-11117-9				FPC GR GRADE 4 BOX 9	1	
E11118	978-0-325-11118-6				FPC GR GRADE 4 BOX 10	1	
E11119	978-0-325-11119-3				FPC GR GRADE 4 BOX 11	1	
E11120	978-0-325-11120-9				FPC GR GRADE 4 BOX 12	1	
E11121	978-0-325-11121-6				FPC GR GRADE 4 TEACHER BOX	1	



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Account Number	PURCHASE ORDER NUMBER	DATE	SPECIAL INSTRUCTIONS			TERMS	PAGE NO.
9713365	QUOTE	05-25-2021				Net 30 Days	4
ITEM	ISBN	UNIT LIST	DISC %	NET PRICE	DESCRIPTION	UNITS	NET COST
					***** BACKORDERS AND MISC *****		
					QUOTATION PRICES VALID FOR 30 DAYS		

MERCHANDISE : 31,850.00
SHIPPING : 2,707.25

Reference	Total Units	Shipping Weight	Shipping Method
5789353	5	1,325.70	GROUND COMMERCIAL

QUOTATION AMOUNT 34,557.25
PAYABLE IN U.S. FUNDS:

RETURNS PREPAID TO HEINEMANN C/O HOUGHTON MIFFLIN HARCOURT
465 SOUTH LINCOLN DRIVE TROY,MO 63379

REMIT COPY AND PAYMENT TO:HEINEMANN
15963 COLLECTIONS CENTER DRIVE,CHICAGO IL 60693

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HMH Standard PreK-12

Terms of Purchase

The following HMH Standard PreK-12 Terms of Purchase apply to the purchase of all HMH **Physical Products, Digital Products, Connected Products, [Services](#)** and **Pilots**. Additional terms and conditions may pertain to the use of specified platforms or products. In the event that HMH is an authorized licensor of any Digital Products owned by third parties, the Terms of Use and Privacy Policies associated with such third-party products may apply.

The **Privacy Policy for HMH PreK-12 Products** governs all HMH Products in relation to privacy matters and is incorporated herein.

GENERAL TERMS APPLICABLE TO ALL PRODUCTS

1. **CONTRACT.** The ordering or acceptance of any **Products** purchased from Houghton Mifflin Harcourt or its applicable subsidiaries or affiliates (collectively, "**HMH**") by any **Customer** shall constitute an agreement to these standard terms and conditions (the "**General Terms**"). These General Terms, together with any other applicable terms, as specified below, any terms and conditions published by HMH in the applicable HMH catalog, the **Order Document(s)** (if applicable to Customer's purchase) and/or any other terms and conditions, attachments or exhibits associated with the purchased Products (collectively, the "**Terms**") constitute the entire agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both HMH and Customer. Any contrary or inconsistent terms appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on HMH.
2. **PURCHASE AUTHORIZATION; SOLVENCY.** By ordering Products, Customer represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Customer is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products. Further, by ordering and accepting delivery, Customer represents to HMH that Customer is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Customer orders and/or accepts delivery of any Products while insolvent, HMH shall have the right to stop shipment of any and all Products en route and Customer shall immediately return all such Products actually received to HMH. Events which shall be deemed to establish Customer's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Customer and/or Customer's admission of its inability to pay its debts when due.
3. **ACCEPTANCE, PRICES, CANCELLATIONS, AND TERMS.** Orders are subject to acceptance and availability. HMH's list prices and other terms shown are subject to change without notice. HMH may make changes in quantities, casepacks, specifications, delivery schedules, method of shipment, and packaging, and may cancel or terminate work on any order for its own convenience, in whole or in part, by written or electronic notice at any time. Any changes to orders requested by Customer may be approved or rejected in HMH's sole and absolute discretion. In the event of any errors relating to the pricing or specifications of any Products, HMH shall have the right to refuse or cancel any orders in its sole discretion.
4. **BILLING AND PAYMENT.** All amounts owing from Customer to HMH with respect to any Products purchased from HMH are subject to timely payment due within thirty (30) days of the date set forth on HMH's invoice. Accounts must be current before subsequent deliveries will be made or Services will be delivered. Customer credit limits may be established and modified by HMH in its sole discretion. Past due accounts are subject to a one percent (1%) monthly

finance charge. Unless a set-off or deduction is specifically provided for by HMH in a valid credit memo, Customer may not charge back to HMH or make any set-offs or deductions, including, but not limited to, set-offs or deductions for violations of customer shipping or routing guidelines and/or other promotional programs. HMH shall process any credit to Customer's account in accordance with HMH's standard practices and procedures. All claims relating to any delivery and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of delivery must be made within 30 days of the date of the invoice.

5. **TAXES.** Where appropriate, Customer shall provide HMH with a duly executed tax certificate indicating that such purchase is for exemption or resale, and listing Customer's sales tax registration number for each state into which HMH's Products will be delivered. HMH shall have no liability for any tax required to be billed, collected, and/or remitted by Customer as a result of sales of Products made by Customer, and Customer shall defend, indemnify, and hold harmless HMH against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes. Where applicable, all prices and payments for Products are exclusive of all taxes, and Customer agrees to pay all applicable national, state and local sales, use, value-added and other taxes, customs duties and similar tariffs and fees, other than taxes imposed on HMH's net income.
6. **SHIPPING; HANDLING; RISK OF LOSS.** Unless otherwise expressly indicated on the face of an order, the shipping term for all deliveries is F.O.B. HMH's shipping point (whether to an HMH or third-party facility). Risk of loss and title is passed to Customer upon transfer of the Physical Products to the carrier. Shipping costs quoted are estimates and may vary from the actual costs. Unless otherwise agreed, the cost of shipping is calculated by taking the Physical Product price and adding 10.5%. Minimum charge is \$10.00. HMH will ship Physical Products using its established methods of packing and transportation, except as otherwise instructed by Customer and agreed to by HMH. If Customer requires other packing or preparation, Customer will pay the additional costs. In the event that Customer requests to pick up its own deliveries of Physical Products by its own carrier, Customer must pay 5% of the value of the order as a handling fee. In addition, the pickup must occur within 48 hours of confirming the date and time of pickup or HMH will ship and charge standard shipping and handling rates to a maximum of 10.5%. Customer assumes full liability for the materials upon freight leaving our distribution center dock.
7. **REJECTION.** Customer may, immediately on receipt of any incorrect titles or damaged or defective Products, or if Products are not as described, reject and return them to HMH, with authorization from HMH and at HMH's expense. Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products without HMH's authorization. Shortages, damaged Products or incorrect titles must be reported within thirty (30) days of delivery. In the event of a shortage, HMH shall ship the items or credit Customer's account for the shortfall. For damaged Products, HMH shall pick up the Products and issue an appropriate credit or ship replacement Products. For Products showing visible damage on the shipping carton, the carrier must note damages on the freight bill before accepting delivery. Merchandise damaged in transit must be reported to the carrier immediately. All original shipping cartons, packing slips, packing materials and damaged Products must be saved until they have been inspected or Customer's claim has been resolved.
8. **RETURNS.** Except for Products sold on a non-refundable basis, Customer may return, at Customer's risk and expense, purchased Products no later than six (6) months (or one month for home schools and individual customers) after the invoice date, in accordance with HMH's standard practices and procedures with pre-approval from HMH Customer Experience. Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products. If Customer returns any Product that is damaged by Customer, used or otherwise ineligible for credit for any reason specified in our policy, HMH has the right to dispose of it

without any further obligation, including, without limitation, notice, credit obligation or obligation to return it to the Customer.

9. **MODIFICATION, DISCONTINUATION OR RECALL.** HMH may update, enhance and/or expand the content, features and functionality of a Product and/or change the name and branding of a Product from time to time. In the event a Product is discontinued by HMH or is the subject of a recall by HMH during the term of HMH's contract with the Customer, HMH shall be responsible only for, at HMH's election: (a) supplying Customer with a revised or corrected versions of the Product; (b) substituting the Product with a new product in the same subject area and the same type, quality, condition and price or (b) providing a pro-rated credit to Customer that may be applied toward the purchase of other HMH Products in the amount of the costs paid by Customer to HMH for the use of such Product during the remaining term of HMH's contract.
10. **COMPLIANCE WITH LAWS.** Customer shall comply with all applicable laws and regulations applicable to the purchase of Products. Furthermore, Customer warrants that it shall comply with all applicable data privacy laws, including federal and state laws including but not limited to the Family Educational Rights and Privacy Act, including the Protection of Pupil Rights Amendment ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). Please see our **Privacy Policy for HMH PreK-12 Products**.
11. **HMH'S INTELLECTUAL PROPERTY RIGHTS.** The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of HMH or its licensors and is protected by copyright, trademark, and other intellectual property laws. HMH, or its licensors, are the sole and exclusive owners and shall retain all right, title and interest in and to the Products, including without limitation all materials, software, documentation, training and implementation materials, methodology, all parts of presentations and other materials provided in connection therewith, related software code, specifications, documentation, technical information, copyrighted and other proprietary content, HMH trademarks and brands, information and other materials of HMH, its licensors and other third parties; as well as corrections, modifications, additions, improvements and enhancements to the foregoing (collectively, "HMH IP"); subject to the personal, nonexclusive license to use the HMH IP granted to Customer for its own non-commercial, incidental use as contemplated herein.
12. **EQUAL OPPORTUNITY CLAUSE.** HMH does not and Customer shall not engage in any discriminatory practices based on race, color, religion, sex, national origin, protected veteran status, or disability. To the degree they are applicable, the following provisions are incorporated herein by reference and are binding upon HMH and Customer as if set forth fully at length herein: 41 CFR 60-1.4, 60-250.4 and 60-300.5; and 41 CFR 60-741.4 and 60-741.5.
13. **FORCE MAJEURE.** HMH shall not be deemed in default of its obligations to Customer to the extent that performance of its obligations or attempts to cure any breach are delayed, cancelled, rescheduled or prevented by reason of any act of God, war, civil commotion, strikes, labor disputes, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.
14. **INDEMNIFICATION.** To the extent allowed by law and subject to the right of Customer to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Customer will indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.
15. **DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY.** ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WHILE HMH DOES ITS BEST TO DESCRIBE EVERY PRODUCT OFFERED AS ACCURATELY AS POSSIBLE, HMH DOES NOT WARRANT

THAT PRODUCTS, SPECIFICATIONS, PRICING, AND/OR OTHER CONTENT HMH PROVIDES ARE COMPLETE, ACCURATE, RELIABLE, CURRENT, OR ERROR-FREE. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HMH AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY CUSTOMER. HMH WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. HMH SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, HMH'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. HMH DOES NOT GUARANTEE THAT ANY DIGITAL PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. HMH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND DIGITAL PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. HMH SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF DIGITAL PRODUCTS. IN NO EVENT SHALL HMH BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

16. **TERMINATION; EFFECT OF TERMINATION.** HMH may terminate this Agreement upon the failure of Customer to comply with any of the Terms, at any time by giving Customer 30 days' prior written notice, specifying the breach upon which the notice is based. If Customer has not cured the breach to HMH's satisfaction within the notice period, this Agreement will terminate. HMH shall have, in addition to any other remedies available to it, the right to injunctive and other equitable relief to restrain action by Customer inconsistent with this Agreement, and Customer hereby acknowledges that other remedies are inadequate in such cases. Upon termination for any reason, HMH will disable access to any applicable Digital Products, including at the end of the **Subscription Term**. In addition, Sections 11, 14 through 18 and 20 shall survive any termination of this Agreement.
17. **MODIFICATION AND SEVERABILITY.** If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind. HMH reserves the right to make changes to these Terms at any time.
18. **JURISDICTION; VENUE; CHOICE OF LAW.** THE STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS SITTING IN SUFFOLK COUNTY AND, IF THE JURISDICTIONAL PREREQUISITES EXIST AT THE TIME, THE UNITED STATES DISTRICT COURT FOR MASSACHUSETTS SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY DISPUTE OR CONTROVERSY ARISING UNDER OR CONCERNING THIS CONTRACT. THIS CONTRACT AND THE RIGHTS AND

OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT THAT FOR GOVERNMENTAL CUSTOMERS IN THE UNITED STATES THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE GOVERNMENT AGENCY CUSTOMER IS LOCATED.

19. **EXPORT.** Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Customer. Export laws and regulations of the United States apply to all Products. Customer agrees that export control laws govern its use of the Digital Products and related Services (including technical data) and any Digital Products deliverables provided to Customer by HMH, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Customer agrees that it will not import or allow a third party to import such Products into the United States.
20. **CONFIDENTIALITY.** Customer acknowledges that in the course of providing Products under this Agreement, representatives of HMH may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMH are proprietary and confidential information of HMH. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the Products other than the use that is intended by HMH through its provision of the Products.

TERMS APPLICABLE TO DIGITAL PRODUCTS

In addition to the above General Terms applicable to all Products, the following terms are applicable to the purchase of Digital Products. In the event of a discrepancy between the General Terms and the Terms Applicable to Digital Products, the Terms Applicable to Digital Products shall apply.

1. **SUBSCRIPTION TERM.** Any subscription to Digital Products is for the price and time period or term listed in the applicable Order Document(s). If Customer wishes to extend any Subscription Term, a purchase order, change order, or amendment is to be negotiated for additional fees. If no commencement date for the Subscription Term to the Digital Products is specified in the applicable Order Document(s), the Subscription Term shall be deemed to commence on the date on which the Customer is granted access to the Digital Product as delivered by HMH, NOT upon Customer activation of the Digital Product, and shall continue until the end of the Subscription Term. Upon expiration or termination of the Subscription Term, Customer will no longer have permitted access to the Digital Product. In the event that HMH must discontinue access to a Digital Product prior to expiration of the Subscription Term, HMH shall provide a pro-rated credit to Customer applicable toward the purchase of other HMH Products. Such pro-rated credit shall reflect the portion of the Subscription Term that remains unused as of the date of discontinuation of the Digital Product.
2. **HOSTING.** Any Digital Products purchased for a limited Subscription Term shall be hosted by or through HMH. HMH may choose to transition the hosting of a Digital Product to a different site or platform upon prior written notice to Customer. Any HMH Digital Products Customer wishes to self-host would be considered a separate transaction, and separate agreements and fees are to be negotiated. Self-hosted versions of many of HMH's Digital Products are not available for license. In the case of Digital Products that are self-hosted in whole or in part, upon expiration or termination of the applicable Subscription Term, Customer must immediately cease using the Digital Product, delete or destroy any copies of the Digital Product and, if requested, confirm to HMH that the Customer has complied with these requirements.

3. ALLOCATION OF LICENSES. HMH will provide Customer with the number of credentials with respect to Digital Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s).
4. LICENSE LIMITATIONS. Customer may not: (1) re-sell, rent or lease a Digital Product or any part of it; (2) copy any part of a Digital Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Digital Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Digital Product, or deploy a Digital Product on more devices or at more sites, than are authorized by these Terms Applicable to Digital Products and the applicable Order Document(s), or (5) sub-license the Digital Products except as permitted by HMH.
5. SECURITY. Customer acknowledges that Digital Products may include security technology to ensure that they may only be used in accordance with the applicable license rights. Customer shall take all reasonable security measures to prevent unauthorized access to the Digital Products. Customer agrees to: (1) accept all responsibility for all activities that occur under user name(s) or password(s) used by Customer; and (2) immediately notify HMH of any unauthorized use of any password or account assigned to Customer, or any other breach of security or confidentiality thereof. In such event, HMH shall have the right, without limitation of any other rights under this Agreement, to terminate any such account or this Agreement in its entirety. In the event that Customer transmits **Customer Materials** to HMH outside of HMH's secure software (e.g. in association with the provision of any Services), Customer agrees to use a secure conduit (e.g., HTTPS) for the transmission of such Customer Materials. HMH shall have no obligation to monitor Customer Materials, but HMH reserves the right to do so and to remove or disclose any Customer Materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, and HMH will use reasonable efforts to notify Customer reasonably in advance.
6. THIRD PARTY PRIVACY POLICIES. In connection with Customer's use of Digital Products owned and hosted by HMH, **Privacy Policy for HMH PreK-12 Products** shall apply. Please note that in some instances Digital Products are owned and hosted by third parties. In such cases, there may be other specific privacy policies that apply. In such cases, you should refer to the applicable third-party privacy policy for that Digital Product(s).

TERMS APPLICABLE TO CONNECTED PRODUCTS