B E N C H M A R K
E D U C A T I O N
C O M P A N Y
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 19141

Contact representative
Green Valley Curriculum Resources
Email: greenvalleycurriculumresources@gmail.com
Office Phone:
Phone: 317-514-6515

Customer:
BOONE CO SCHOOL DISTRICT
8330 US HIGHWAY 42
FLORENCE KY 41042
United States

Ship To:
BOONE CO SCHOOL DISTRICT
8330 US HIGHWAY 42
FLORENCE KY 41042

Product Code	Title	Price Level	Unit Price	Qty	Total Price
X10767R	School-Wide Benchmark Literacy 2014 Common Core Whole Group and Small Group HTML5 Renewal Subscription with E-Planner	1-Year	$5,595.00	1	$5,595.00

Subtotal	Sales Tax	Shipping Cost	Total
$5,595.00	$0.00	$0.00	$5,595.00 USD

Memo

* The above pricing cannot be combined with any other offers.
* Price firm for 45 days from quote date. Price quote must be attached to school purchase orders to receive the quoted price.
* All digital subscriptions will end on July 31st the last year of the term purchased.

B E N C H M A R K
E D U C A T I O N
C O M P A N Y
145 Huguenot Street, 8th Floor
New Rochelle, New York 10801

QUOTE: 19141

Contact representative
Green Valley Curriculum Resources
Email: greenvalleycurriculumresources@gmail.com
Office Phone:
Phone: 317-514-6515

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER ALONG WITH THE FOLLOWING INFORMATION FOR ALL DIGITAL SUBSCRIPTIONS

- Name of School(s) That Will Use the Subscription(s)
Attach separate document if necessary _____
- Onboarding Tech Contact Name _____
- Onboarding Tech Contact E-Mail _____
- REQUIRED

SEND ORDER TO: Benchmark Education Company
6295 Commerce Center Drive, Suite B| Groveport, OH 43125-1160
Email: neworders@benchmarkeducation.com
Phone: 877-236-2465| Fax: 877-732-8273

Terms of Service
* By placing an order for Benchmark Education Company ("BEC") products (the "Products"), the entity ("Customer") that this proposal has been prepared for agrees to be bound by BEC's Terms of Service and Terms of Use and Privacy Policy (see below).
Subject to the Customer's payment of the fees set out above, BEC grants to Customer a non-exclusive and non-transferable license to access and use the Products under the terms described in this Terms of Service. The proposal contains the scope of use allowed and the term of Customer's license to the Products.

Benchmark EDUCATION

Home > Terms of Use

Terms of Use

(Last updated: April 2021)

These Terms of Use apply to all web sites and applications, including benchmarkeducation.com, benchmarkuniverse.com (Benchmark Universe), newmarklearning.com, reycraftbooks.com, and others (collectively, the "Sites") that are owned and operated by Benchmark Education Company LLC or one of our affiliated companies ("BEC" or "us" or "we"). Please read these Terms of Use carefully before using the Sites. By accessing and using our Sites, you indicate your agreement to these terms. Please do not use the Sites if you do not accept these terms.

If you are under 18 (or the legal age of majority in your jurisdiction), your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

1. **BEC CONTENT**
   Benchmark Education operates the Sites, including web and mobile applications, that enable students, instructors, and administrators of educational institutions to access and use certain online products (collectively, the “Products” including any subsequent versions of such Products) and services offered by BEC (collectively and including any subsequent versions of such platforms/systems and applications, the "Services") through our Sites. The material on our Sites include information available to all users of our Sites. However, in order to access and use the Services and Products (collectively, the BEC Content”), you will be required to register on our Sites or through your educational institution.

2. **PERSONAL INFORMATION**
   During the course of using the Sites or BEC Content, we may ask you to share certain personal information in order for us to provide you with the BEC Content. You may be asked to provide BEC with data about you or your students. You represent and warrant that you have the right to provide BEC with all of the data you input into the Sites or BEC Content. As your students use the BEC Content, data will be generated about your students’ usage, performance, and progress. Both the information you input and the data generated by your students’ usage will be referred to in these Terms of Use as “Customer Data.” You shall own all right,

title, and interest in and to the Customer Data. However, you hereby grant BEC a worldwide, royalty-free license to use the Customer Data during the term of your agreement with BEC to host and make access to the BEC Content available to you. You also grant BEC a worldwide, royalty-free, perpetual license to use the Customer Data in de-identified format only for product development and research. Furthermore, BEC agrees not to attempt to re-identify de-identified Customer Data.

BEC takes the protection of Customer Data, particularly personally identifiable Customer Data, very seriously. BEC will not reveal student names, identifiers, or individual assessment results to any third parties other than as set forth herein and in our Privacy Policy. BEC will not use any Customer Data to advertise or market to students or parents. You acknowledge and agree that between you and BEC, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

3. **COPPA**
   In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses the BEC Content, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the BEC Content to the educational institution and its students.

4. **INTELLECTUAL PROPERTY RIGHTS**
   BEC Content and the content contained in the Sites, as well as any content or information related to it (the “Related Content”), are the sole property of Benchmark Education and/or its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the BEC Content, the Related Content, and in the software, text, graphics, design elements, audio, music, and all other materials contained in the BEC Content are reserved by Benchmark Education and its licensors. You may not use the BEC Content or Related Content in any manner that infringes the rights of any person or entity. Use of any BEC trademark or copyrighted work requires BEC’s written permission.

   During the applicable term of your subscription for BEC Content, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use

and any other agreement governing your use of the BEC Content, BEC grants you a limited, non-exclusive and non-transferable license to access and use the BEC Content over the Internet via the Sites for your own internal use for educational purposes only. Your use of our Sites does not grant to you a license to any content

or materials you may access on our Sites, unless otherwise expressly provided in these Terms of Use or in writing by BEC.

5. **ACCESS SUBJECT TO TERMS OF USE**
   Your use of the Sites or BEC Content is subject to these Terms of Use as well as any additional terms you agree to in connection with such BEC Content and/or posted on the Sites for the BEC Content, including, without limitation, any prohibitions on distribution of the BEC Content to students or third parties.

6. **LIMITATIONS ON USE**
   Only you (or, in the case of a minor, your parents or guardians) are to access the Sites and BEC Content using your username or password. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You may not share or distribute to a third party any screen name or password for accessing the BEC Content. You may access and use materials from the BEC Content only for your own research or study. If we have reason to believe you have shared your password information or access to your account or have used the BEC Content in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the BEC Content. You agree that you will not otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the BEC Content and/or the BEC Content or modify or remove any proprietary notices contained therein, or create or enable the creation of derivative works based thereon. You may not use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the BEC Content. You may not engage in systematic retrieval of content from the BEC Content to create or compile, directly or indirectly, a collection, compilation, database or directory. You may not disseminate any portion of the Sites or BEC Content through electronic means, including mail lists, social media, or elsewhere without BEC's express written permission. You may not reverse engineer the BEC Content, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any BEC content except for the limited access license granted to you, and BEC reserves all rights in the BEC Content.

In using the Sites or BEC Content, you agree you will not: (a) submit material that is unlawful, obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, is inappropriate for children, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant BEC all of the license rights granted herein; BEC does not and cannot review all User Content and is not in any manner responsible for such content. BEC reserves the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. BEC may terminate your access to our Sites and/or the BEC Content to prevent further posting or distribution of any communications or materials, and BEC may, but is not obligated to, report any of your communications or materials to your educational institution.

7. **COMMUNICATIONS TO BEC**

If you e-mail us or otherwise provide content to us, or post content to the Sites or the BEC Content including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), we may use any non-personally identifiable ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. You own the rights to anything you post to the Sites or the BEC Content, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised.

The Site or BEC Content may permit you to upload third-party content for use with the Site or BEC Content ("Service Uploads"). You represent and warrant that prior to providing any upload you will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant BEC the right to make your Service Uploads available to licensed

end users in the same manner and to the same extent as the BEC Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available on the Site offering the Service which shall be in addition to, and not instead of, these Terms of Use.

8. **NO WARRANTIES**
   WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES ORBEC CONTENT. WE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE BEC CONTENT FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES AND THE BEC CONTENT AT YOUR OWN RISK. OUR SITES, AND BEC CONTENT MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. BEC IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. BEC RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES ANDBEC CONTENT AT ANY TIME WITHOUT NOTICE.

9. **EXTERNAL WEBSITES**
   Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, BEC has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. BEC disclaims all liability for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

10. **INDEMNIFICATION**
    You agree to defend, indemnify, and hold harmless BEC and our officers, directors, employees, successors, licensors, service providers, and assignees from and against any claims, actions, demands, liabilities, losses, damages, costs and expenses including, without limitation, reasonable legal and accounting fees, arising from or relating to your breach of this Agreement or your access to, use, or misuse of the BEC Content, our Sites, or the BEC Content. We will provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

11. **LIABILITY**

IN NO EVENT WILL BEC OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY,

LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE BEC CONTENT, SITES OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF BEC OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE BEC CONTENT, OR THE SITES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, BEC'S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE MINIMUM PERMITTED BY LAW.

12. **INFRINGEMENT NOTIFICATION**

We respect the intellectual property rights of others and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: copyright@benchmarkeducation.com. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

13. **COMPLIANCE WITH APPLICABLE LAWS**

We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these terms and conditions waive their respective rights to a trial by jury.

14. **TERMINATION OF THE AGREEMENT**
    We reserve the right in our sole discretion, to restrict, suspend, or terminate your use or access to any of the BEC Content and/or our Sites and/or discontinue any portion, feature, or content of the BEC Content, our Sites, or this Agreement at any time and for any reason without prior notice or liability. If you violate these Terms of Use BEC may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the BEC Content to end users with active licenses to use the BEC Content.

15. **MISCELLANEOUS**
    These Terms of Use are governed by the laws of the State of New York, without regard to any conflicts of law rules. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction or terminated in accordance with the "Termination of the Agreement" provision above, the invalidity or termination of such provision shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect. If we choose not to act on or enforce any provision of this Agreement such decision will not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees.

16. **ADDITIONAL TERMS FOR BENCHMARK UNIVERSE**
    These usage terms for Benchmark Universe are designed to ensure that your students get the most out of the resources inside Benchmark Universe while preserving the rigor and integrity of the materials for your students and others.

    Because the teacher materials inside Teacher Toolbox include assessments and answers to assignments, we kindly ask that you do not post or share teacher-facing materials from the Benchmark Universe. Posting answer keys and teacher-facing materials enables students—both in your district and in other districts—to access answers to their assignments and miss out on valuable learning experiences. While our Terms of Use do allow you to post student-facing materials on a password-protected learning management system (LMS), posting of teacher-facing materials is prohibited.

    Any teacher-facing PDF files within Benchmark Universe contain content that is included in our proprietary curriculum materials.

These PDFs are provided to you on a limited permission basis. Educators and administrators from schools or districts that have purchased licenses to Benchmark Universe may download PDFs to their computer for their own reference and may post PDFs of student materials to an approved learning management system, as long as such LMS can only be accessed by individuals associated with your school or district with a valid username and password. If you post Benchmark Universe materials or content that includes or is based upon Benchmark Universe materials in an LMS that permits content sharing, you must restrict content sharing and usage to licensed users of Benchmark Universe. Please note that it is a violation of these Terms of Use to save files in a manner that overrides any security settings.

An approved LMS platform means that the platform meets Benchmark's security-related requirements to permit the posting of Benchmark materials in it. Benchmark has no affiliation with any of these platforms and does not endorse any particular LMS. Benchmark offers no assurance that our suite of products will function properly when accessed via any approved LMS platform. If you experience any issues using an approved LMS platform then you should contact the organization that manages that particular LMS.

In limited quantity and for use with your own students, you may print and/or make copies of student and teacher pages from other PDFs on Benchmark Universe. Copies of these materials must include all copyright, trademark and other proprietary rights notices contained on the original pages from which the copies were made. You also may not share direct links to teacher-facing resources in Benchmark Universe. Except as specified in these Terms of Use or as set forth elsewhere in writing by Benchmark, you may not reproduce, upload, post, transmit, download or distribute any part of the teacher-facing materials on Benchmark Universe.

FOLLOW US #BEC

Sign up for news and special offers

Enter your ema SIG N UP

COPYRIGHT ┬® BENCHMARK EDUCTAION COMPANY 2020