



## ACADEMIC EDGE

PO Box 23605  
Lexington, KY 40523-3605

***Your students will read well. Really well.  
Let's do this...together! Renew Today!***

Account#

DATE

Proposal #

**8/9/2021**

10-5557

1954-5374-3289-8109

District

Prepared for:

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

Rector A. Jones Middle School, Boone Coun  
Ryan Montgomery, Principal 859-282-4610  
8000 Spruce Drive  
Florence, KY 41042  
ryan.montgomery@boone.kyschools.us

### *Subscription Renewal Proposal - Proforma Invoice*

Subscription renewal is due soon, please issue a PO. If you need further info or would like to revise the expire date, contact your representative.	Current Expire	REP	New Expire Date	RP Code
	8/31/2021	JBH	8/31/2022	

**Valid until the later of the Current Expire Date or 30 days of the Proposal Date as shown above.**

**If expired, please contact your representative for an update.**

Please issue PO's to: Academic Edge, Inc PO Box 23605 Lexington, KY 40523-3605

Fax to: 859-422-4989 email to:success@academicedge.com

ITEM	DESCRIPTION	QTY	Item	Total
501-1000R	1 Year Renewal Reading Plus Site License, Large School (501-1000 Users)	1	13,850.00	13,850.00
SSL 1 Yr	1 Year Renewal Lexia Core5 Single Student Licenses (SSL -250)	100	48.00	4,800.00
	SAVE BIG: 1 Time offer. 3 Year licenses only \$108. Normally \$122. That's a savings of 30% or more off your 1 year price AND a savings of 10% off the normal 3 year price. Only valid on renewal purchases of 3 years or more with POs received prior to December 1, 2021.			
	SAVE BIG: 3 year purchases save 15% on Lexia and 20% on Reading Plus!			
JBH	Brad Hilton, Educational Consultant brad.hilton@academicedge.com 859-412-0225 (cell) 859-252-3000 (office/support)			

Proposals and pricing are based on product(s) and units proposed and are subject to specific vendor minimum purchases. Please request an updated proposal if your needs have changed. Errors & omissions excepted.

***Thank you for continuing your partnership with us! How can we help?***

**Total**

**\$18,650.00**

# Website Terms of Use

REV05XX16

## LEXIA WEBSITE PROPERTIES TERMS OF USE

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### 1. INTRODUCTION

You may access many areas of this Website without registering your details with us. By accessing any part of this Website, you agree to follow and be bound to the terms and conditions concerning your access to and use of the Website as set forth in these Terms of Use, and to our Privacy Policy. Lexia may revise the Terms of Use and Privacy Policy at any time without notice to you. The revised Terms of Use and Privacy Policy will be effective when posted. You can review the most current [Terms of Use](#) and [Privacy Policy](#).

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You are prohibited from posting or transmitting to or from this Website any material:

- a. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- b. for which you have not obtained all necessary licenses and/or approvals; or
- c. which constitutes or encourages conduct that would be considered a criminal offense, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party, in any country in the world; or
- d. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Website (including, without limitation, by hacking; using robots, spiders, data mining or similar data gathering tools; and automated submission of data).

Lexia shall fully co-operate with any law enforcement authorities or court order requesting or directing Lexia to disclose the identity or locate anyone posting any material in breach of this paragraph 4.

#### 5. LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. Lexia has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. Lexia therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- a. you do not remove, distort or otherwise alter the size or appearance of the Lexia logo;
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- f. you do not link from a website that is not owned by you; and
- g. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- h. you agree that Lexia may request that you remove any link to this Website at any time for any or no reason without obligation or liability to you, and that you will promptly comply and cause all links to be removed upon receipt of such notice.
- i. you shall fully indemnify and hold Lexia harmless from any claim, loss, damage or liability arising from or relating to your breach of this paragraph 5.

Lexia expressly reserves the right to revoke the license granted in Section 2 for breach of these terms and to take any action it deems appropriate.

#### 6. DISCLAIMER

While Lexia attempts to ensure that the information on this Website is correct, Lexia does not warrant the accuracy and completeness of the material on this Website; that the Website or Content will meet your requirements; that the Website or Content will be available on an uninterrupted, timely, secure, or error-free basis; that results that may be obtained through use of the Website or any Content provided on or through the Website will be accurate or reliable; or that the quality of any Content purchased or obtained by you on or through the Website will meet your expectations. Lexia may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and Lexia makes no commitment to update such material. The material on this Website is provided "as is" and "as available" basis, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Lexia provides you with this Website on the basis that Lexia excludes all representations, warranties (either express or implied), conditions and other terms (including, without limitation, the implied warranties of merchantability, fitness for a

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Some jurisdictions do not allow the disclaimer or exclusion of certain warranties or the disclaimer, exclusion or limitation of certain liabilities. To the extent that they are held legally invalid, disclaimers, exclusions and limitations set forth in these Terms of Use, including those set forth in Sections 6 and 7, do not apply and all other terms shall remain in full force and effect.

## 8. PRIVACY

Lexia is concerned about your privacy and has developed a policy to address privacy concerns. For more information, please see [Lexia's Privacy Policy](#). 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. You understand that Lexia collects, uses, processes, possesses and otherwise stores your personal information and utilization data, and may share such data with third party service providers for the purposes of improving or providing services subject to Lexia's Privacy Policy.

## 9. GENERAL

- a. **Governing Law and Jurisdiction.** This Terms of Use agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any dispute arising out of or connected with this agreement shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts or of the U.S. District Court for Massachusetts.
- b. **Entire Agreement.** These Terms of Use constitute the entire agreement between you and Lexia and govern your use of the Website, superseding any prior agreements between you and Lexia with respect to the Website, provided however, that you will be subject to additional terms and conditions that will apply when you use or access certain areas of the Website or specific Content, including when you purchase Lexia services and products, and in such event, these Terms of Use will be superseded by any terms, guidelines, license agreements, user agreements, or other agreements or privacy policies for a specific area of the Website or for specific Content, product or services, to the extent inconsistent with these Terms of Use.
- c. **Waiver and Severability of Terms.** The failure of Lexia to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.
- d. **Statute of Limitations.** You agree that, to the maximum extent permitted under applicable law, any claim or cause of action you may have arising out of or related to these Terms of Use must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

Issue Date: May 11, 2016

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# Terms of Service

These TERMS OF SERVICE ("Terms") are expressly incorporated into and made a part of that certain Software License Agreement by and between Reading Plus LLC. (Reading Plus) and Customer. Capitalized terms used but not defined herein shall have the meanings given to them in the Software License Agreement.

## 1. License Grant

Subject to the terms and conditions of this Agreement, Reading Plus hereby grants to Customer, and Customer hereby accepts, a personal, non-transferable, non-sublicenseable, revocable, non-exclusive, limited right and license to allow Administrative Users (as defined in Section 2 below) and End Users (as defined in Section 3 below) to access and use the specific Reading Plus software bundles identified in the Order Form (the "Software"), solely during the period beginning upon the start of the License Term (as defined in the Order Form) and ending upon the expiration of Term (as defined in Section 7 below), and solely for the purposes expressly permitted in this Agreement.

## 2. Administrative Users

Reading Plus will issue to the Customer administrator who will run and/or supervise the courses offered by the Software (the "Main Administrator") a username and associated password required for access to and administration of the Software. The Main Administrator will then be permitted to create usernames and passwords for additional Customer administrators who will assist the Main Administrator in running and/or supervising the courses offered by the Software ("Additional Administrators"). The Main Administrator and all Additional Administrators will be referred to collectively herein as "Administrative Users."

## 3. End Users

Administrative Users may create usernames and passwords for permitted end users of the Software (in accordance with Section 4) that will allow such end users to access and use the Software. All end users who receive such usernames and passwords will be referred to herein as "End Users." Administrative Users (i) shall grant such usernames and passwords solely to permitted End Users in accordance with Section 4, and (ii) shall not grant usernames and passwords to a number of End Users that exceeds the maximum number of End Users permitted in the Order Form.

## 4. Scope of License.

a. Permitted End Users. Customer and Customer's Administrative Users shall access and use the Software solely for the Customer's internal operations, solely for the benefit of the Customer's permitted End Users and solely for the purpose of administering courses offered by the Customer using the Software to permitted End Users. By way of example: if Customer is a single school, Customer shall use the Software solely for the benefit of students enrolled at the school and such students shall be the sole End Users of the Software; if Customer is a school district, Customer shall use the Software solely for the benefit of the students enrolled in the school district and such students shall be the sole End Users of the Software; if Customer is a clinic, Customer shall use the Software solely for the benefit of the clients enrolled in the clinic and such clients shall be the sole End Users of the Software;

if the Customer is a vision specialist, Customer shall use the Software solely for the benefit of the patients affiliated with the vision specialist's practice and such patients shall be the sole End Users of the Software; if the Customer is a private (for profit) organization, Customer shall use the Software solely for the benefit of the clients enrolled in Reading Plus® courses through the organization and such clients shall be the sole End Users of the Software. Such permitted End Users may access and use the Software solely for the purpose of taking courses offered by the Customer using the Software. Failure to adhere to the Agreement may result, in addition to all other rights and remedies available to Reading Plus, in additional usage fees. b. Permitted Access. Customer shall not, and Customer shall ensure that its Administrative Users and End Users do not, divulge, sublicense or otherwise transfer to any third party any user names or passwords for the Software. Customer shall be solely responsible for the actions and inactions of its Administrative Users and End Users, and for maintaining the integrity, security and confidentiality of the usernames and passwords for the Software. Customer shall advise Reading Plus immediately if any of the usernames or passwords for the Software have been compromised.

## **5. Restrictions**

Except as may be otherwise expressly permitted in another agreement with Reading Plus to which Customer is a party, Customer may not: (i) modify or create any derivative works of the Software, including customization, translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software; (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer or make the Software available to any third party; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; (v) publish any results of benchmark tests run on the Software to a third party without Reading Plus's prior written consent; (vi) create software that is substantially similar to the Software; or (vii) during the Term and for a period of three (3) years thereafter, create any software that competes with the Software. The Software may contain links to third-party websites. Linked websites are not under Reading Plus's control, and Reading Plus is not responsible for their content or Customer's use of the third-party website.

## **6. Suspension of Access**

In addition to Reading Plus's right to terminate this Agreement under Section 8 below, Reading Plus may terminate Customer's access to the Software upon notice to Customer if Customer fails to pay any fees due to Reading Plus on a timely basis or breaches any material provision of this Agreement.

## **7. Term**

The term of this Agreement will begin on the Effective Date identified on the Cover Page and, unless earlier terminated in accordance with Section 8, terminate upon the expiration of the License Term identified on the Order Form (the "Term").

## **8. Termination.**

a. Termination For Breach. Reading Plus may terminate this Agreement if Customer violates any material provision of this Agreement and fails to cure that violation within ten (10) days after its receipt of written notice from Reading Plus identifying the violation. b. Effect of Termination. Upon expiration or earlier termination of this Agreement for any reason, all rights granted to Customer under this Agreement shall immediately terminate,



Customer (including all Administrative Users and End Users) shall have no further right to access or use the Software and Customer must promptly cease all use of the Software. As soon as commercially reasonable (but in no event more than thirty (30) days following termination), Customer shall return to Reading Plus or destroy, at Customer's expense, all documentation relating to or derived from the Software. c. Survival. Any provisions of the Agreement which by their nature or express terms should survive termination or expiration shall survive termination or expiration including, without limitation, Sections 5, 8, 10, 11, 12 and Sections 14 through 21 of these Terms.

## **9. Technical Assistance**

During the Term, Reading Plus personnel shall be available from 9:00 a.m. to 5:00 p.m. ET to provide Customer a reasonable amount of technical assistance regarding use of the Software by telephone, email or other web based communication tools.

## **10. License Fees**

In consideration for the rights and licenses granted to Customer herein, Customer shall pay Reading Plus the fees set forth in the Order Form. All fees are in U.S. Dollars and are non-refundable. Unless otherwise provided in the Order Form, all fees shall be due and payable within thirty (30) days of Customer's receipt of an invoice from Reading Plus.

## **11. Additional Fees**

Customer acknowledges and agrees that there may be features or additional services made available by Reading Plus for additional fees. If Customer chooses to utilize such features or services, Customer agrees to be bound by any additional terms and conditions governing the use of such features or services and to pay all additional fees related to such features or services. These fees may relate to technical support contracts, user orientation training, information back ups, additional program access or other program enhancements.

## **12. Proprietary Rights**

The Software is the sole property of Reading Plus and its licensors. All right, title and interest in and to the Software and all intellectual property rights therein shall remain exclusively with Reading Plus and its licensors. Customer acknowledges such right, title and interest of Reading Plus and its licensors and will not take any action to jeopardize, limit or interfere in any manner with Reading Plus and its licensors' ownership of or rights with respect to the Software. Customer further acknowledges the Software is protected by copyright and other intellectual property laws and by international treaties.

## **13. Scheduled Maintenance for Online Customers**

Reading Plus will perform routine maintenance on the servers used to run the Software. Such routine maintenance often requires taking the servers and the Software off-line. Reading Plus estimates that it will require at least one hour of server and Software unavailability per month for such routine maintenance. Reading Plus will provide advance notice of such routine maintenance on Reading Plus's website when possible. Server and Software unavailability associated with such routine maintenance shall not be included in any server or Software uptime calculations. Reading Plus will use commercially reasonable efforts to perform such routine maintenance during off-peak hours.



## **14. DISCLAIMER OF WARRANTY**

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13 ABOVE, THE SOFTWARE AND ALL DATA, AND CONTENT AVAILABLE THROUGH THE SOFTWARE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND READING PLUS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION WARRANTIES THAT THE SOFTWARE IS FREE OF DEFECTS, VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE RESULTS ACHIEVED WITH THE SOFTWARE IS BORNE BY CUSTOMER. IN ADDITION, THE SECURITY MECHANISMS IMPLEMENTED BY THE SOFTWARE HAVE INHERENT LIMITATIONS, AND CUSTOMER MUST DETERMINE THAT THE SOFTWARE SUFFICIENTLY MEETS ITS REQUIREMENTS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

## **15. EXCLUSION OF CONSEQUENTIAL DAMAGES**

NEITHER READING PLUS, NOR ITS EMPLOYEES, DISTRIBUTORS, RESELLERS, DIRECTORS OR AGENTS SHALL BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOST DATA, IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IN THE EVENT READING PLUS, ITS EMPLOYEES, DISTRIBUTORS, RESELLERS, DIRECTORS OR AGENTS HAVE BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, TO LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## **16. LIMITATION OF LIABILITY**

THE ENTIRE COLLECTIVE LIABILITY OF READING PLUS, ITS EMPLOYEES, DISTRIBUTORS, RESELLERS, DIRECTORS AND AGENTS UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES CUSTOMER ACTUALLY PAID TO READING PLUS PURSUANT TO THIS AGREEMENT FOR ACCESS TO AND USE OF THE SOFTWARE IN THE PRIOR TWELVE (12) MONTH PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, READING PLUS LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## **17. User Data**

The Software will automatically send information from Administrative Users and End Users back to the servers operating the Software. Reading Plus, and its authorized resellers, sales representatives and agents, may use the non-user identifiable portions of this data, for purposes including improvements to Reading Plus programs, educational research and promotional purposes. The information may include, for example, data relating to the performance of End Users within the various programs in the Software, conflicts or errors encountered during the download and install process, and conflicts created during the download and install process based on the hardware configuration encountered. Customer has sole responsibility for maintaining student records and monitoring student, teacher, class and school (in the case of district sales) additions, edits and deletes.

## **18. Customer Representations**

Customer represents and warrants to Reading Plus that Customer has the adequate legal capacity to enter into this Agreement and to use and authorize Reading Plus to use (as contemplated by this Agreement) all data uploaded to the Software by Customer, Administrative Users and End Users. Customer further represents and warrants that Customer will use the Software only for lawful purposes and in accordance with this Agreement, and that Customer will not use the Software to violate any law, regulation or ordinance or any right of Reading Plus including, without limitation, any right of privacy, publicity, copyright, trademark, or other intellectual property right.

## **19. Injunctive Relief**

Customer acknowledges that the Software contains Reading Plus proprietary and confidential information, and that disclosure of such information to any third party or misuse of the Software is both (i) expressly prohibited and (ii) will give rise to irreparable injury to Reading Plus, inadequately compensable in damages. Accordingly, Reading Plus may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

## **20. Miscellaneous**

(a) This Agreement shall be governed by the laws of the State of Vermont, U.S.A., excluding its conflict of law provisions. (b) Customer expressly agrees that the exclusive jurisdiction and venue for any claim or dispute arising from the use of the Software or this Agreement resides in the federal and state courts located in the State of Vermont. (c) This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. (d) If any part of this Agreement is held invalid or unenforceable, that part shall be construed to reflect the Parties' original intent, and the remaining portions remain in full force and effect. (e) The controlling language of this Agreement is English. If Customer has received a translation into another language, it has been provided for Customer's convenience only. (f) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (g) Customer may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein except in the case of a merger or the sale of all or substantially all of Customer's assets to another entity, and any attempted assignment or transfer in violation of this Section 20(g) shall be null and void. (h) This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns. (i) If any dispute arises under this Agreement, the substantially prevailing Party shall be reimbursed by the other Party for any and all reasonable legal fees and costs associated therewith. (j) Reading Plus may use Customer's name in any customer reference list or in any press release issued by Reading Plus regarding the licensing of the Software and/or provide Customer's name and the names of the Software licensed by Customer to third parties.

## **21. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior proposals, discussions, other oral communications, written communications



and agreements with respect to such subject matter. This Agreement may be modified only by mutual written agreement of



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