

<b>PRICE QUOTE</b>
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## REMIT TO:

EducAide Software  
PO Box 1048  
Vallejo, CA 94590  
800-669-9405, 707-554-9600 fax

Ref. #: 10494

Date: 8/3/2021

## BILL TO:

Attn: Rhonda Pearson  
Randall K Cooper High School  
2855 Longbranch Rd  
Union, KY 41091

## SHIP TO:

Wanda Battaglia  
Randall K Cooper High School  
2855 Longbranch Rd  
Union, KY 41091

859-384-5040

Price quote valid to 9/30/2021		Billing Terms: net 30		EducAide's EIN 68-0335087
Qty.	Item	Price	Discount	Ext.
1	Problem-Attic School Subscription expires 6/30/2022	1695.00	400.00	1295.00
Subtotal				1295.00
(no shipping charge)				0.00
Total USD				1295.00

Quote requested by: Wanda Battaglia &lt;wanda.battaglia@boone.kyschools.us&gt;

Licensed school site: Randall K Cooper High School

Please note that Problem-Attic is a web-based application and Terms of Service are subject to change.  
For the latest information and product specs, see [www.problem-attic.com/learnmoreschools](http://www.problem-attic.com/learnmoreschools).

EducAide has a new office address: 400 Santa Clara St, Ste 110, Vallejo, CA 94590. Our PO box address, shown at the top of this form, has <i>not</i> changed. Please use it for orders and payments. Thank you!
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# Terms of Service

Welcome, and thank you for your interest in using Problem-Attic, a product of EducAide Software.

All use of Problem-Attic (the “Website”) is governed by the following terms and conditions, plus any future modifications (collectively, the “Terms”). The Terms represent a legal contract between you and EducAide Software (“EAS”). Please read the Terms carefully, especially with regard to Documents, which are defined below and subject to strict limits on use and distribution.

By creating an account, accessing, browsing, or otherwise using the Website, you acknowledge that you have read, understood, and agree to be bound by the Terms. If you do not agree, then you must not make any further use of the Website.

## 1. Description of Content, Services and Documents

EAS makes available to you, through the Website, a large database of questions that can be used for instruction, assessment and other educational purposes. The questions and all related material, such as graphics, reading passages, topics and directions, are referred to collectively as “Content”.

EAS also provides “Services” through the Website. Services include, among other things: documentation and help (for example, the Problem-Attic Tour), a topical organization of questions, various options for selecting, arranging and formatting questions, and generally a means of creating “Documents”. Documents contain your selections and are delivered to you in electronic form, as PDF files.

The Terms expressly state what you can do with Documents, after the Website delivers them to you. Briefly, Documents are intended for your own personal, non-commercial use, and for use by students under your direct supervision. You may distribute Documents through email or post them on a website, subject to restrictions below. (Refer to Section 5.)

Please note: Documents are password-protected. You may open Documents, view them on-screen and print them, in accordance with the Terms. You are not allowed to modify or extract the Content.

## 2. Registration Obligations

In order to use most Services, you must sign up for an account. The process is called “Registration”. Once you have completed the process, which includes choosing a password and confirming your email address, then you are a “Registered User”.

You may visit the Website and use a small number of Services without being a Registered User. Although you are not allowed to access any Content or create Documents, you are still bound by the Terms.

If you choose to become a Registered User, you agree: (a) to provide true, accurate, current and complete information about yourself when signing up for an account; and (b) to maintain and promptly update your account through the respective link on the Website, if any information about yourself changes. If you provide any information that is untrue, inaccurate, not current or incomplete, or EAS suspects that you have done so, EAS reserves the right to suspend or terminate your account and refuse any and all current or future use of Services.

As a Registered User, you are responsible for maintaining the security of your password, which is used to log in to the Website. EAS cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. In addition, you are responsible for all activity on the Website and all use of Services that occurs under your account, regardless of whether you personally logged in. You agree to notify EAS immediately if you discover any unauthorized use of your password or account or any other breach of security.

EAS intends for an account to be used only by the person who signs up for it. Therefore, if you are Registered User, you are expressly prohibited from sharing your password with any other person, with one exception: if you are a parent or homeschooler, you may share your password with members of your immediate household, and they may log in to the Website using your account. In such cases, the Registered User remains responsible for all activity.

You are not allowed to create more than one account for yourself.

### **3. Ownership**

For the purpose of describing ownership, the Website shall be considered to have three parts: Application, Content, and various User-Interface Elements that show up in a browser. Ownership of the three parts differs, as follows:

3.1. EAS owns the Application, including any and all background technology that is used to select, arrange and format questions and to deliver Documents in the form of PDF files, except for certain portions that are used under license and credited below.

3.2. Content has divided ownership, as follows:

3.2a. Content in its original form (such as it appeared on a particular state assessment) is owned by another party or in the public domain. All or part of the Content may be available through other sources in its original form, as noted in the Credits and Information page. Use of Content in its original form is subject to rules set by the respective owner/publisher.

3.2b. EAS owns any portion of the Content that EAS has modified, to the extent that it is a derivative work under copyright law. This includes, among other things: error corrections, graphics improvements, and rewordings of questions and directions so that they function better in a database system and can be re-formatted for a variety of page layouts.

3.2c. EAS owns any other Content which, under copyright law, constitutes an original work or represents a collection of data. This includes but is not limited to: (i) computer code in both compiled and human readable form; (ii) graphics which have been redrawn by EAS where no clear original exists; (iii) the topical hierarchy by which questions are organized; (iv) links between topics and released tests; and (v) Documents that are delivered by the Website, in both printed and electronic form.

3.3. EAS owns the User-Interface Elements that show up in a browser, including the topical hierarchy and question images ("Thumbnails"). In addition, EAS has copyrights and other proprietary rights in the Website design, methods and operation.

## 4. License

EAS grants you a personal, non-transferable and non-exclusive right and license to use the Website and Services according to the terms and conditions herein. In consideration of this grant, you agree to the following:

- 4a. You will access the Content and create Documents only through the Website and only by using Services which EAS expressly provides for that purpose.
- 4b. You will not use the topical hierarchy or links between tests and topics for any purpose other than selecting questions.
- 4c. You will not remove, circumvent, disable, damage or otherwise interfere with security-related features of the Website, or features that enforce limitations on the use of the Website.
- 4d. You will not attempt to remove any Content or User-Interface Elements (e.g., questions, topical hierarchy and Thumbnails) from the Website by any means (copy/paste, view page source, or through any automated script or other program, such as a website downloader or copier), or use any data mining, robots, or similar data gathering and extraction methods.
- 4e. You will not remove copyright or other notices or attempt to decrypt or remove the password-protection from Documents (PDF files), or extract any text or graphics from them, including by screenshot.
- 4f. You will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Website, Services, Content or Documents.

## 5. Use of Documents

- 5.1. You acknowledge and agree that any and all Documents created through the Website are copyrighted by EAS and subject to restrictions on use. No terms or conditions herein shall be construed as a transfer of ownership or a grant of any proprietary or intellectual property rights to the Documents or Content contained therein.
- 5.2. If you are a Registered User, then you may do the following:
  - 5.2a. Select an unlimited number of questions on the Website and create as many Documents as you like, subject only to the Website's restrictions (if any) on Document size or storage.
  - 5.2b. Use Documents for any personal, non-commercial use. Private tutoring is considered a non-commercial use, even if it involves a fee, provided there is no separate charge for Documents.
  - 5.2c. Save Documents on your local hard drive and use them indefinitely, provided you are otherwise in compliance with the Terms.
  - 5.2d. Make an unlimited number of copies of Documents, printouts, or photocopies, provided they are used only for educational purposes and distributed only to students under your direct supervision.
  - 5.2e. Attach a Document to an email, provide a printout of a Document, or otherwise copy a Document for another person, provided the other person is also a Registered User and agrees that the Document (or printout or copy) is subject to the same restrictions on use as if the person created it by him/herself through the Website.

5.2f. Post up to 10 Documents on single public website, containing a total of no more than 250 questions. For purposes of this clause, a public website shall include all pages that are directly linked to it (regardless of whether they are on the same server or within the same domain), and the total shall include all Documents that are posted (whether by you or another Registered User). If you post any Documents on a public website, you must credit EducAide Software and include a clickable link to [www.problem-attic.com](http://www.problem-attic.com).

5.3 Certain uses of Documents are expressly forbidden:

5.3a. You may *not* use Documents, in whole or in part, to produce curriculum materials, workbooks, district-wide tests, or any other product (printed or electronic) that may be distributed to anyone other than students under your direct supervision. Any such use of Documents requires a special license, regardless of whether the use is considered “commercial”.

5.3b. You may *not* use Documents, or any portion thereof, to create a database of questions or a text-retrieval system. For example, long-term storage of Documents on a computer hard-drive or network file server, where the Documents are intended for sharing with another person in accordance with Section 5.2e above, would constitute a text-retrieval system and is not allowed.

5.3c. You may *not* use Documents for a virtual school or distance education program unless you directly instruct the enrolled students. This means you have ongoing conversations with them with respect to the Documents, such as through email, a chat room or web conference.

5.3d. You may *not* post Documents to a website that is behind a paywall, requires registration, or is otherwise password-protected. The only exception to this rule is a school or district intranet, where you may post Documents in accordance with Section 5.2f above.

## 6. No Warranties.

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## **8. Termination**

8a. You agree that EAS, at its sole discretion, for any reason, at any time, and without penalty, may terminate your account or any use of the Website and remove and discard any or all Documents that you have created. EAS may also, at its sole discretion and at any time, discontinue providing access to the Website or discontinue providing any Service, with or without notice. You agree that EAS will not be liable to you or any third party for such termination or discontinuance.

8b. Your only remedy with respect to any dissatisfaction with (i) the Website, (ii) the Terms, (iii) any policy or practice of EAS in operating the Website, or (iv) any Content or Services provided through the Website, is to terminate the Terms and your account. You may terminate the Terms at any time by deleting your account and discontinuing use of any and all parts of the Website.

8c. Your account may terminate immediately and without notice from EAS, if in EAS's sole discretion you fail to comply with any term or provision herein, if you engage in conduct that interferes with the technological operation of the Website or any Service. Upon such termination, you must destroy all Documents and other materials obtained from the Website and all copies thereof, regardless of whether you were in compliance with the Terms when you created the Documents or obtained the materials.

## **9. General**

9a. Privacy. EAS's Privacy Policy is hereby incorporated by reference. Please read the Privacy Policy carefully for information relating to collection, use, and disclosure of personal information.

9b. Survival. All provisions governing ownership of and proprietary rights to the Website and Content, and all provisions respecting use of Documents (Sections 3, 4e and 5 above) shall survive the Terms.

9c. Waiver. The failure of EAS to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by EAS.

9d. Governing Law. The Terms will be governed by and construed in accordance with the laws of the State of California.

9e. Entire Agreement. The Terms constitute the entire agreement between you and EAS and govern your use of the Website, Services, Content and Documents, superseding any prior agreements between you and EAS.

## 10. Contact Information.

If you have questions about the Terms or would like to discuss any special licensing arrangement, please contact us by phone or email.

### **EducAide Software**

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