

MidSchoolMath, LLC
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Taos, NM 87571
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Quote

ADDRESS

Ballyshannon Middle School
7515 Shamrock Ave
Union, KY 41091

QUOTE # MSM-1442

DATE 09/08/2021

EXPIRATION DATE 10/15/2021

SKU	PRODUCT/SERVICE	QTY	RATE	AMOUNT
6150000000006	MSMCC1YR Grade 6 Student License Core Curriculum by MidSchoolMath: Grade 6 **SPECIAL PILOT BUNDLE** Annual Student License for 1 Year, includes online access to all digital materials and printable PDFs Introductory 2-hr distance training plus access to monthly professional learning series Includes consumable color student workbook	215	46.95	10,094.25
6150000000007	MSMCC1YR Grade 7 Student License Core Curriculum by MidSchoolMath: Grade 7 **SPECIAL PILOT BUNDLE** Annual Student License for 1 Year, includes online access to all digital materials and printable PDFs Introductory 2-hr distance training plus access to monthly professional learning series Includes consumable color student workbook	222	46.95	10,422.90
6150000000008	MSMCC1YR Grade 8 Student License Core Curriculum by MidSchoolMath: Grade 8 **SPECIAL PILOT BUNDLE** Annual Student License for 1 Year, includes online access to all digital materials and printable	230	46.95	10,798.50

SKU	PRODUCT/SERVICE	QTY	RATE	AMOUNT
	PDFs			
	Introductory 2-hr distance training plus access to monthly professional learning series			
	Includes consumable color student workbook			
TOTAL				\$31,315.65

Accepted By

Accepted Date

Terms of Use

Founded as the direct result of research into the US Math Crisis, MidSchoolMath, LLC ("MidSchoolMath" or "We") focuses directly on the breaking point: middle school grades. All components and elements of Core Curriculum by MidSchoolMath, including tools, applications, games and dashboards accessed via midschoolmath.com (collectively referred to as the "system"), have been developed to create new levels of student engagement and learning.

The following Terms of Use ("Terms") protect both MidSchoolMath and all System users, ensuring that system use is a helpful, reliable and rewarding experience for all. Please note that these terms are intended to provide general information regarding the system and do not govern licensing relationships, purchase terms or third-party products that may be linked to by the system.

About these Terms

These terms apply to use of all digital properties accessible through midschoolmath.com. As a user, "you" agree that that these terms apply to subscriptions/licenses you purchase or purchased on your behalf and all free content you access and utilize. By visiting and using midschoolmath.com, you agree to these terms. MidSchoolMath may modify these terms at any time, including the Privacy Policy. Changes and

modifications shall be effective immediately upon notice. Your continued use of the system will signify acceptance of any change in the terms and conditions. These system contains a limited number of links to external websites or online programs that MidSchoolMath does not operate. We are not responsible for the content of these offerings, privacy practice or terms of use for these external sites.

If you are agreeing to these Terms on behalf of a school, school district or other educational institution or organization (collectively, known as "school") for the purposes of providing the system to students, you represent and warrant that you are an authorized representative of the school and agree to these Terms on the school's behalf.

Privacy Policy

MidSchoolMath has a Privacy Policy that describes how we use, share, and protect information that we collect from teachers, students and school district administrators who use the system. This Privacy Policy is considered an important part of these Terms of Use. We value the trust you have placed in us to make quality educational content and collect only information that is necessary and creates the lowest possible risk for users.

The Privacy Policy and these Terms of Use provide important detailed information on personal information and student data that is shared within the system and MidSchoolMath would like to emphasize these important elements:

- We DO NOT and WILL NEVER sell or share student data with third parties for the purposes of targeted advertising or development of marketing profiles
- We DO NOT and WILL NEVER claim ownership of student data

User License & Standards of Conduct

All users are granted a limited, non-exclusive, non-assignable and non-transferrable license to access and use the system for academic instruction and student support as it is intended. Use of the site for commercial use, or any other purpose not outlined in these Terms of Use, is a violation of the system and an infringement on MidSchoolMath's copyright and proprietary rights.

Users agree to comply with all governmental laws, statutes, ordinances and regulations regarding your system use. Users may not engage in (or attempt to engage in) activities with intent to interrupt, damage or impair the service or engage in any activity that interferes with another users' system access and use. This includes, but is not limited to the following:

- Any non-academic, commercial use of system content.
- Accessing or copying any part of the system using any unauthorized "bot," "spider," "scraper" or other automated means.
- Disruption or interference (or attempts to disrupt or interfere) with the normal operation, navigation or availability of the system.
- Disassemble or reverse engineer any software or other technology used in or available through the system.
- Circumvent measures used to limit system access and select content.
- Maintaining links, sites, advertising or frames that suggest a relationship between the system and any non-authorized third party, including use of information regarding licensing, sales and pricing.
- Maintain links to the system from any non-approved websites or any links that MidSchoolMath may asked to have removed.

- Use the system to advertise or promote any goods or services not related to MidSchoolMath. This includes chain letters, junk mail, "spamming," solicitations (commercial or non-commercial), or bulk communications of any kind.
- Use of the system to transmit or collect personally identifiable information about other users.
- Use of the system to transmit or create material that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable, or that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation.
- Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity or affiliation.
- Use any other subscriber's information, personal or otherwise, for any commercial purpose or to obtain direct financial gain.

You acknowledge that MidSchoolMath has the right, but no obligation, to monitor all activity

relating to the system. MidSchoolMath may disclose any information necessary to protect MidSchoolMath's customers, and to comply with legal obligations or governmental requests. MidSchoolMath reserves the right, in its sole and absolute discretion, to monitor and edit postings and registrations, remove them, and cause them not to be registered, posted, published, uploaded or distributed at any time and for any reason or no reason. MidSchoolMath reserves the right to change the system at any time at its sole discretion without notice to users. MidSchoolMath may

deny access to the Website to anyone at any time for any abuse, or for potential breach of privacy.

MidSchoolMath reserves the right to terminate system licenses and access, take other remedial actions, and/or seek any remedies permitted by law for users who violate these Terms of Use and Standards of Conduct. MidSchoolMath will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Use and Standards of Conduct. If MidSchoolMath terminates system access, you must immediately stop using the system. Any termination will not affect MidSchoolMath's rights as to any violation of these Terms of Use by you.

Security Safeguards

Users with access to password-protected areas of the system agree to keep all user (student, teacher and administrator) logins and passwords confidential and may not permit use of accounts by anyone else. You accept responsibility for all activities that occur under your account. If you have reason to believe that someone is using your account without your permission, you agree to contact us immediately. MidSchoolMath is not responsible for any loss or damage resulting from unauthorized use of user accounts. You acknowledge that the Internet is a network of computers worldwide, and that information is routed via third party computers to and from MidSchoolMath, and that MidSchoolMath is not responsible for lapses in online security and does not assume liability for improper use of your information by a third party.

MidSchoolMath uses commercial grade servers with industry-standard encryption technology. Security system evaluations and upgrades are conducted regularly, no less than once per year. MidSchoolMath has implemented administrative, physical and technical safeguards that are

designed to secure and protect all personal information within the system, including personal information and student data, from unauthorized access or disclosure. In the unlikely event that a unauthorized party gains access to student data or personal information, we will notify you as required by applicable law and the terms of our Agreement. We will always attempt to determine the scope of the breach and immediately work to restore the integrity of the system in accordance with these terms.

System Offerings

MidSchoolMath may change the system and offerings at any time. Typically, these changes will be communicated to contracted license holders in advance. While drastic and unforeseen changes are rare and unexpected, please note MidSchoolMath still reserves the right to change the system products, services and offerings; impose new conditions on product licenses or restrict or terminate system access at any time. MidSchoolMath will not be liable to users or third parties for these actions.

Copyright Protection & Infringement

The system trademarks, system content and technology used to deliver content are the property of MidSchoolMath (unless otherwise noted) and are protected by intellectual property laws in the US and other countries. MidSchoolMath retains all right, title and interest in the system, system content and technology. Users must comply with all relevant laws and agree to not remove, obscure or alter any trademark or copyrights or use in ways that will cause confusion or discredits MidSchoolMath. Select system content, such as the dy/dan math tasks, has been developed by third-party entities who have authorized it for use within the

MidSchoolMath system; this content is attributed and MidSchoolMath does not hold copywrite for it but uses it with permission.

Users are permitted to access and use the system for non-commercial, academic purposes. Users have access to all system elements included in their license and may download, save and print Student Workbooks, Teacher Guides, Practice Printables, Digital Lesson Plans, Teacher Instruction Videos, Teacher Instruction Powerpoints and any additional related resources for academic use in their license-holding school. Users may not distribute these resources, or other digital content within the system, to any unlicensed users at other schools or represent themselves as the author or developer of these materials.

MidSchoolMath does not claim ownership of materials (other than the underlying system software, printables or frameworks) created and submitted by users for display or distribution in the system (referred to as User Generated Materials). Users own all rights to User Generated Materials. By sharing them via the system, creators grant MidSchoolMath an irrevocable, perpetual fully-paid worldwide license to use, distribute, display or otherwise use User Generated Materials without compensation or notification to or permission from the user.

MidSchoolMath respects the intellectual property rights of others. User Generated Materials found to violate IP or copyright law will be removed from the system. If you believe your copyright is being infringed upon, please provide written notice pursuant to Section 512 of the Copyright Act (17 U.S.C. § 512) to MidSchoolMath (designated agent) at: Copyright Agent; MidSchoolMath, PO Box 2276, Taos, NM 87571.

Intellectual Property

MidSchoolMath and the MidSchoolMath logo, and certain other names, logos, and materials displayed in the system (including but not limited to Core Curriculum by MidSchoolMath, The Math Simulator, Test Trainer Pro, Ko's Journey, Empires and Fate and Fortune), may constitute trademarks, trade names, or service marks ("marks") of MidSchoolMath. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with MidSchoolMath. Content on the MidSchoolMath System, including without limitation, the software, videos, simulators, text, games and graphics, is protected under United States and international copyright laws, is subject to other intellectual property and proprietary rights and laws, and is owned by MidSchoolMath or its licensors. Other than with respect to your own User Submissions and Generated Materials, (a) the Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without the prior written permission of MidSchoolMath and its applicable licensors; and (b) you must abide by all copyright notices, information, or restrictions contained in or attached to any Content. Any reproduction or redistribution of system content not in accordance with your User License Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties.

Disclaimer & Limitations of Liability

Though we strive to provide information and resources of the highest quality and standard, MidSchoolMath cannot guarantee the accuracy or completeness of any information or content. The system, including all free and licensed user content, is provided "As Is" and "As Available" and with all defects and errors. To the maximum extent permitted by law, MidSchoolMath makes no other warranties, express or implied, as to noninfringement of third-party rights, merchantability or fitness for any particular purpose.

Without limiting the generality of the foregoing, MidSchoolMath assumes no liability for damage to any computer system on which the system is used or content is installed, for corruption of any data translated or for losses arising due to the acts or omissions of third parties.

MidSchoolMath makes no warranties that the system will be error-free or uninterrupted. While MidSchoolMath strives to ensure that defects will be corrected, MidSchoolMath makes no guarantee or that your use of the system will provide specific results. MidSchoolMath shall not be liable for indirect, special incidental or consequential damages or loss of profit or business opportunity arising out of or in connection with the use or performance of the system. You assume responsibility for your use of the system and your sole remedy against MidSchoolMath for dissatisfaction with the system is to stop using the system and any and all such content. This limitation of relief is a part of the bargain between the parties.

The system may contain links to other web sites. Such linked sites are not under MidSchoolMath's control, and MidSchoolMath is not responsible for the content contained outside of the system. MidSchoolMath makes no representations as to the quality, suitability functionality or legality of any digital properties to which we may provide links and you hereby waive any claim you may have against MidSchoolMath with respect to such digital properties.

Indemnification

You agree to indemnify and hold MidSchoolMath and its officers, directors, employees, consultants and agents harmless from any demands, loss, liability, claims or expenses (including attorney's fees), made against that parties may incur as a result of or arising from your use of the system and your (or anyone using your account's) violation of these terms.

If you violate these Terms, and someone makes a claim against us as a result, you must make us whole. You agree to defend, indemnify, and hold us harmless against any and all claims or demands, including damages, costs and expenses, or attorneys' fees arising from or related to your (or anyone using your account) use or misuse of the system. We reserve the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this section without our prior written approval.

Miscellaneous Provisions

Governing Law: These terms and the relationship between you and MidSchoolMath, shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of New Mexico, US. By registering for and/or using the system, you consent and submit to the exclusive jurisdiction of the state and federal courts located in Taos and Santa Fe, New Mexico.

Modifications: These Terms may be revised periodically and this will be reflected in the "date last modified" set forth below. Your continued use of the MidSchoolMath System following such update constitutes your agreement to the revised Terms. You can see the history of the changes to our Terms [here](#). If you object to any such changes, your sole recourse will be to cease using the system. Continued use of the MidSchoolMath system following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. MidSchoolMath reserves the right to modify or discontinue the system with or without notice to you.

Date Last Modified: April 28, 2021.

Severability: If any provision of these Terms is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, the remainder of the Terms shall continue in full force and effect. Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations and exclusions may not apply to you.

Entire Agreement: These Terms and our Privacy Policy, together with any additional terms to which you agree when using particular elements of the system (e.g., terms relating to the payment of fees), constitute the entire and exclusive and final statement of the agreement between you and MidSchoolMath with respect to the subject matter hereof, and govern your use of the system, superseding any prior agreements or negotiations between you and MidSchoolMath with respect to the subject matter hereof.

Questions and Concerns

If you have any questions or concerns about these Terms or the system, please contact us at: MidSchoolMath, PO Box 2276, Taos, NM 87571, info@midschoolmath.com

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