



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member - District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider entering a 3-year contract agreement with Riverside Insights to provide curriculum-based measures of assessment for students receiving tier II and tier II instructional interventions through easyCBM.

Applicable State or Regulations: KRS 162.90 Powers and Duties of the Local Board

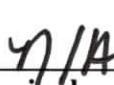
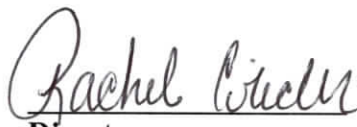

Fiscal/Budgetary Impact: The total cost for 3 years is \$15,035. It will be funded from ARP ESSER.

History/Background: In accordance to [704 KAR 3:095](#), Floyd County Schools must utilize a districtwide response-to-intervention system that includes diagnostic screenings and progress monitoring to effectively assess student needs and provide appropriate interventions. Progress monitoring assessments should be curriculum-based measures of assessment. The district does not currently offer a data bank of CBM assessments for progress monitoring.

Recommended Action: Contract agreement with Riverside Insights to provide teachers access to CBMs for progress monitoring to best meet the instructional needs of all students.

Contact Person(s):

Rachel Crider, Chief of Elementary Instruction 606.886.2354

 _____ Principal	 _____ Director	 _____ Superintendent
---	--	---

Date:



Full-Year Order Form 2022

**Visit <https://tinyurl.com/ordereasyCBM>
to order easyCBM online!**

**We accept purchase orders
and credit cards.**

2022 easyCBM® Full-Year Order Form (Orders cannot be processed without completing this form)

Date ____/____/____

BY SUBMITTING THIS FORM, I AGREE TO ALL TERMS AND CONDITIONS OF THE SUBSCRIBER AGREEMENT (SEE PAGES 3 and 4).

☐ New Customer ☐ Renewal ☐ Expansion

New Customer: NEW easyCBM website and URL will be set-up for the district. If you need your site set-up individually by your school, please indicate below.

☐ Check here if your site needs to be set-up only for an individual school.

School Name: _____

District Name: _____

Please allow up to 5 business days for new URL set-up.

Renewal Customer: Renewal District URL: _____ - _____.easycbm.com**Expansion:** District URL: _____ - _____.easycbm.com**PAYMENT INFORMATION**

Please enclose a valid purchase order or check payable to "Riverside Insights" with all orders. If payment via credit card, mark the box below.

☐ Purchase Order enclosed. Number _____☐ Check enclosed. Number _____

☐ Credit Card payment. NOTE: An email with payment link for credit card purchases will be sent to the email provided in the "Charge to:" section.

Charge to: (See note above)**Sold to: (if different from billing address)**

Name _____

Name _____

Position _____

Position _____

Organization _____

Organization _____

Billing Address _____

Shipping Address _____

City _____ State _____ Zip _____

City _____ State _____ Zip _____

Phone (____) _____ Fax (____) _____

Phone (____) _____ Fax (____) _____

Email _____

Email _____

REQUIRED INFORMATION (YOUR ORDER WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.)

Test Administrator: (Please list the contact who will be the easyCBM Account Holder.) Note: This person is the primary test and IT contact, assigns roles, and gives permissions.

Data Administrator: (If different from Test Administrator) Note: This person will be responsible for school system rostering files.

Name _____

Name _____

Position _____

Position _____

Phone: (____) _____

Phone: (____) _____

Email address _____

Email address _____

Continued, next page

Prices are valid until December 31, 2022 and are subject to change without notice.

riversideinsights.com



2022 easyCBM Full-Year Order Form, Continued

Per Student License – Unlimited Use

Item	Code Number	Price Per Student	Number of Students	Total Price
easyCBM: Initial	1493821	\$6.80	_____ x \$6.80 =	_____
easyCBM: Expansion	1493823	\$6.80	_____ x \$6.80 =	_____
easyCBM: Renewal, 1 Year	1493822	\$6.80	_____ x \$6.80 =	_____
easyCBM: Renewal, 2 Years	1635226	\$13.60	_____ x \$13.60 =	_____
Full-Year Licenses run from July 1 to June 30 of the following year.			Student License Subtotal	_____

TRAINING:

To explore training options for this assessment, please visit the Riverside Training Academy on our website at <https://www.riversideinsights.com/>.

Product Order Subtotal _____
State Sales Tax _____
Order Total _____

How to Place Your Order:

Via our online PO portal: <https://riversideinsights.info/order>

Via email: orders@service.riversideinsights.com

For more information, including our W-9 form, please visit our "How Can We Help" support page on our website at https://info.riversideinsights.com/contact_us.

Prices are valid until December 31, 2022 and are subject to change without notice.

All orders will be filled at prices in effect upon receipt of your order.

To obtain the most up to date pricing, please visit us online at www.riversideinsights.com.

NOTE: Allow 4 weeks for set up and training before testing.

easyCBM™ is a trademark of the University of Oregon provided under license to the Riverside Assessments, LLC.
 © Riverside Assessments, LLC. All rights reserved. Printed in the U.S.A. 01/07/22

riversideinsights.com



2022 easyCBM Full-Year Order Form, Continued

EASYCBM SUBSCRIBER AGREEMENT Terms and Conditions of Use

EASYCBM service (the "Service") is a web-based benchmark and progress monitoring reporting service that permits school districts and agencies to enter student EASYCBM data and administrative data (collectively "Data") and generate automated reports. EASYCBM was developed by the Behavioral Research and Teaching center ("BRT") at the University of Oregon. Riverside Assessments, LLC d/b/a Riverside Insights ("Riverside") is the exclusive distributor of the EASYCBM service.

Upon completion of the attached Order Form, and payment to Riverside, You, as a Subscriber, hereby agree to be legally bound by the terms and conditions of this Agreement.

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below unless otherwise defined herein:

- "Agreement" means this Agreement and the Order Form.
- "Order Form" means the order form attached to this Agreement that includes pricing and subscription information regarding Subscriber's purchase of the Service and associated training.
- "Subscriber" means the Riverside authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the Order Form in the required field.
- "Users" means individual humans who are authorized by Subscriber to use the Service.

2. Upon payment and execution of this Agreement, Riverside grants to Subscriber, a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder, for non-commercial education and research purposes only: a. access the EASYCBM System; b. enter Data into the EASYCBM System; and c. generate reports using the EASYCBM System. Subscriber shall not use the EASYCBM System for any other purpose and Subscriber must contact Riverside to request permission to use the EASYCBM System in any other manner.

3. Subscriber shall not directly or indirectly (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or attempt to do any of the foregoing; (b) modify, translate, or create derivative works based on the Services; (c) rent, lease, distribute, or sell, assign, or otherwise transfer rights to the Services; (d) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (e) remove any proprietary notices from the Services or any materials provided to Subscriber by Riverside in conjunction with the Services.

4. Subscriber will provide, or shall require its Users to provide, or have access to the Service through Internet connection (from the classroom, home, or wherever there is a suitable Internet connection).

5. Subscriber will designate an administrator/local site facilitator on the order form to serve as the primary contact person regarding the use of the Service (the "Administrator"). This Administrator will:

- Disseminate information to Users regarding access to and use of the Service;
- Provide subscription information, if applicable (for example, where Users are located or assigned) to Riverside; and
- Provide required account information to the Riverside Account Manager and/or Riverside Customer Support.

6. Subscriber will have an EASYCBM account established with Riverside, whereby Users, each identified by a required unique user name and password are able to log in to the Service, either through Subscriber's facilities or other sites where the Internet can be accessed. In addition, Subscriber hereby grants Riverside and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name in marketing and promotional materials.

7. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Subscriber; provided, however, that Riverside and the University of Oregon, including its research partners, may use such information to improve EASYCBM and for educational research purposes in a manner that does not disclose personally identifiable information and such that individual students, teachers, schools or districts may not be identified or derived.

8. Riverside will maintain and provide Subscriber with access to scoring and reporting data for the Subscriber's current contract period [typically twelve (12) months] unless limited by special promotions and limited account access based on special pricing. It is the Subscriber's responsibility, if they wish, to preserve any scoring and reporting data for their Users from previous contract periods or for archive purposes in a timely manner.

9. Riverside will provide a user manual and associated guides, in electronic format available from the EASYCBM service after login, containing information on EASYCBM functionality.

10. Riverside will monitor the number of students using the system by Subscriber's Users, or number of user registrations during the subscription period, and notify the Subscriber near the end of the Agreement term of any additional Service Fees that exceed the number originally purchased by the Subscriber. In the event of an overage, a follow-up invoice will be sent to the Subscriber to reconcile with the number of students actually comprising the Subscriber's account. This invoice will be sent whether a purchase order has been received from the Subscriber or not, and whether the amount of the purchase order that is submitted by the Subscriber is correct or not. All Service Fee payments shall be due and payable, within thirty (30) days of Subscriber's receipt of the invoice from Riverside. Any payments provided by Subscriber to Riverside shall be irrevocable and shall be made in U.S. dollars. Subscriber is solely responsible for ensuring that such payments are made to Riverside in accordance with this Section.

11. RIVERSIDE DISCLAIMS ALL WARRANTIES INCLUDING BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED EXPRESSLY HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IN NO EVENT SHALL RIVERSIDE BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL RIVERSIDE'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT OF FEES PAID BY SUBSCRIBER TO RIVERSIDE DURING THE SIX (6) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

12. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

13. Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, sent by prepaid post or facsimile to the other party at the address specified above, or to such other address as either party may designate subsequently in writing, and will be deemed effective upon receipt.

14. Subscriber shall be solely responsible for whom it permits to be Users of the Service. Subscriber further agrees that it shall be solely responsible and liable for all Users of the Service and for any information or materials submitted to the Service via Subscriber's EASYCBM account and/or resulting from any use of a User name, User password, or any other User information associated with the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form).

Continued, next page

riversideinsights.com



2022 easyCBM Full-Year Order Form, Continued

EASYCBM SUBSCRIBER AGREEMENT (Continued)

15. Except as expressly permitted by this Agreement, Subscriber may not assign or otherwise transfer this Agreement or its rights or obligations hereunder to any person or entity. This Agreement shall be binding upon and insure to the benefit of the heirs, successors, and assigns of each party. Subscriber shall indemnify, defend and hold Riverside and BRT harmless from any and all claims arising out of the use of the Service or use of the scoring or reporting to determine placement of, or grades for, students.

16. Subscriber agrees that the privacy of User information, and score data is the sole responsibility of Subscriber and its Users. Riverside does not share User or Subscriber information with anyone unless authorized under this Agreement and: (a) with respect to the User or others the User may specify, the particular User's own information only; and (b) with respect to Subscriber, Subscriber's own information and the information regarding its Users. The Subscriber acknowledges that prior to using the EASYCBM service, said Subscriber is obligated to obtain any written parental consent that may be required in accordance with Federal or state laws or school district policies, to enable Subscriber to enter data into the EASYCBM system and to permit use of the data in accordance with the terms and conditions of this Agreement.

17. Riverside and BRT shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the EASYCBM online assessment system, including the benchmark and progress monitoring assessments, scoring guides, manuals, resources, as well as any other Riverside and/or BRT materials, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under this Agreement.

18. This Agreement is governed by and subject to the laws of the State of Illinois without reference to its conflicts of laws rules. The parties agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts located in the Northern District of Illinois. This Agreement merges all prior representations and understandings and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties. No delay by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same instrument.

Prices are valid until December 31, 2022 and are subject to change without notice.

All orders will be filled at prices in effect upon receipt of your order.

To obtain the most up to date pricing, please visit us online at www.riversideinsights.com.

easyCBM™ is a trademark of the University of Oregon provided under license to the Riverside Assessments, LLC.
© Riverside Assessments, LLC. All rights reserved. Printed in the U.S.A. 01/07/22

riversideinsights.com





Quote

Prepared For

Floyd County Public Schools

Floyd County Public Schools
106 N Front Ave
Prestonsburg KY 41653-7832
United States

For the Purchase of:

easyCBM

For additional information or questions, please contact:

Sierra Scott
Sierra.scott@riversideinsights.com

RIVERSIDE INSIGHTS

Attention:
Tessica Strong
tessica.strong@floyd.kyschools.us

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

8/27/2021

QT027346

1 of 6

Please submit this form with your purchase order.

Riverside Assessments, LLC d/b/a Riverside Insights is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

Quote For Floyd County Public Schools

Material No	Title	List Price	Discount %	Sale Price	Quantity	Purchase/ Amount
2000552	EASYCBM PREMIUM, INITIAL YEAR	\$500.00		\$500.00	1	\$500.00
1493821	easyCBM Initial 2022-2023	\$6.80	5%	\$6.46	750	\$4,845.00
1493822	easyCBM 1 Year Renewal 2023 - 2024	\$6.80	5%	\$6.46	750	\$4,845.00
1493822	easyCBM 1 Year Renewal 2024-2025	\$6.80	5%	\$6.46	750	\$4,845.00
Subtotal						\$15,035.00

Thank you,
Sierra Scott | Assessment Consultant |
Sierra.scott@riversideinsights.com

Total Discount Amount:	\$765.00
Total Discount Applied:	4.84%
Subtotal Purchase Amount:	\$15,035.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount): \$15,035.00	

RIVERSIDE INSIGHTS

Attention:
Tessica Strong
tessica.strong@floyd.kyschools.us

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

8/27/2021

QT027346

2 of 6

Please submit this form with your purchase order.

Riverside Assessments, LLC d/b/a Riverside Insights is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

Quote For Floyd County Public Schools

Total Cost of Quote (PO Amount) : \$15,035.00

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - Point of Contact for Print Materials
 - Point of Contact for Digital Materials
 - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To:
Floyd County Public Schools
106 N Front Ave
Prestonsburg KY 41653-7832
United States

Bill to:
116066
Floyd County Public Schools
106 N Front Ave
Prestonsburg KY 41653-7832
United States

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Quote: 8/27/2021

Quote Expiration Date: 11/25/2022

RIVERSIDE INSIGHTS

Attention:
Tessica Strong
tessica.strong@floyd.kyschools.us

Riverside Insights
One Pierce Place Suite 900W
Itasca, IL 60143
PHONE: 800-323-9540
orders@service.riversideinsights.com

8/27/2021

QT027346

3 of 6

Please submit this form with your purchase order.

Riverside Assessments, LLC d/b/a Riverside Insights is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent

EASYCBM SUBSCRIBER AGREEMENT

Terms and Conditions of Use

The EASYCBM assessment service (the "Service" or "EASYCBM System") is a web-based benchmark and progress monitoring reporting service that permits school districts and agencies to enter student EASYCBM data and administrative data (collectively "Data") and generate automated reports. EASYCBM was developed by the Behavioral Research and Teaching center ("BRT") at the University of Oregon. Riverside Assessments, LLC d/b/a Riverside Insights ("Riverside") is the exclusive distributor of the Service.

Upon commencement of the Service, You, and any organization you are acting on behalf of as an authorized representative, as a Subscriber, hereby agree to be legally bound by the terms and conditions of this Agreement.

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below unless otherwise defined herein:
 - "Agreement" means this EASYCBM SUBSCRIBER AGREEMENT and any Order Form(s) you complete for the use of the Service.
 - "Order Form" means (i) the order form that includes pricing and subscription information regarding Subscriber's purchase of licenses to the Service and associated training or (ii) other document setting forth pricing and order information with respect to Subscriber's purchase of licenses to the Service.
 - "Service Fees" means fees paid by Subscriber with respect to the Service and any corresponding Order Form(s).
 - "Subscriber" means the Riverside authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the Order Form in the required field.
 - "Users" means individual humans who are authorized by Subscriber to use the Service.
2. Upon payment and execution of this Agreement, Riverside grants to Subscriber, a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder, for non-commercial education and research purposes only. This license permits Users to: a. access the EASYCBM System; b. enter Data into the EASYCBM System; and c. generate reports using the EASYCBM System. Subscriber shall not use the EASYCBM System for any other purpose and Subscriber must contact Riverside to request prior written permission to use the EASYCBM System in any other manner.
3. Subscriber shall not directly or indirectly (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or attempt to do any of the foregoing; (b) modify, translate, or create derivative works based on the Services; (c) rent, lease, distribute, or sell, assign, or otherwise transfer rights to the Services; (d) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (e) remove any proprietary notices from the Services or any materials provided to Subscriber by Riverside in conjunction with the Services.
4. Subscriber will provide, or shall require its Users to provide, or have access to the Service through Internet connection (from the classroom, home, or wherever there is a suitable Internet connection).
5. Subscriber will designate an administrator/local site facilitator on the Order Form to serve as the primary contact person regarding the use of the Service (the "Administrator"). This Administrator will:
 - Disseminate information to Users regarding access to and use of the Service;
 - Provide subscription information, if applicable (for example, where Users are located or assigned) to Riverside; and
 - Provide required account information to a Riverside Account Manager and/or Riverside Customer Support.
6. Subscriber will have an EASYCBM account established with Riverside, whereby Users, each identified by a required unique username and password, are able to log in to the Service, either through Subscriber's facilities or other sites where the Internet can be accessed. In addition, Subscriber hereby grants Riverside and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name in marketing and promotional materials.
7. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Subscriber; provided, however, that Riverside and the University of Oregon, including its research partners, may use such information to improve EASYCBM and for educational research purposes in a manner that does not disclose personally identifiable information and such that individual students, teachers, schools or districts may not be identified or derived. The Subscriber allows such research to be published in technical reports and/or education journals designed to improve educational practices.
8. Riverside will maintain and provide Subscriber with access to scoring and reporting data for the Subscriber's current contract period unless limited by special promotions and limited account access based on special pricing. Riverside may periodically delete data from the EASYCBM System in accordance with its records retention policy. It is the Subscriber's responsibility, if they wish, to preserve any scoring and reporting data for their Users from previous contract periods or for archive purposes in a timely manner, and Subscriber is advised to export and backup scoring and reporting data frequently.

9. Riverside will provide a user manual and associated guides, in electronic format available from the EASYCBM service after login, containing information on EASYCBM functionality.
10. Riverside will monitor the number of students using the system by Subscriber's Users, or number of user registrations during the subscription period, and notify the Subscriber near the end of the Agreement term of any additional Service Fees that exceed the number originally purchased by the Subscriber. In the event of an overage, a follow-up invoice will be sent to the Subscriber to reconcile with the number of students actually comprising the Subscriber's account. This invoice will be sent whether a purchase order has been received from the Subscriber or not, and whether the amount of the purchase order that is submitted by the Subscriber is correct or not. All Service Fee payments shall be due and payable, within thirty (30) days of Subscriber's receipt of the invoice from Riverside. Any payments provided by Subscriber to Riverside shall be irrevocable and shall be made in U.S. dollars. Subscriber is solely responsible for ensuring that such payments are made to Riverside in accordance with this Section.
11. RIVERSIDE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING THOSE CONCERNING MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED EXPRESSLY HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.
12. IN NO EVENT SHALL RIVERSIDE BE LIABLE TO SUBSCRIBER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING LOSS OF FUTURE REVENUE, INCOME, OR PROFITS, OR LOSS OF DATA, ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL RIVERSIDE'S AGGREGATE LIABILITY HEREUNDER EXCEED THE GREAT OF: (A) \$1,000 OR (B) AMOUNT OF FEES ACTUALLY PAID BY SUBSCRIBER TO RIVERSIDE DURING THE TWELVE(12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
13. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.
14. Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, sent by prepaid post or facsimile to the other party at the address specified above, or to such other address as either party may designate subsequently in writing, and will be deemed effective upon receipt.
15. Subscriber shall be solely responsible for whom it permits to be Users of the Service. Subscriber further agrees that it shall be solely responsible and liable for all Users of the Service and for any information or materials submitted to the Service via Subscriber's EASYCBM account and/or resulting from any use of a Username, User password, or any other User information associated with the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form).
16. Subscriber will ensure that none of its Users: (i) copy, duplicate, publish, distribute, display, modify, create derivative works of, or alter physical or electronic characteristics of the Services; (ii) dismantle or reverse engineer or clone any part of the Services; or (iii) grant sublicenses to, assign, transfer, sell, or rent the Services or any sublicenses thereto without Riverside's prior written consent. Subscriber acknowledges and agrees that confidentiality and test security is critical to the integrity, validity, and fairness of the Services and that it will handle any assessment materials to which it has access through the Services in accordance with Riverside's Test Disclosure Policy (available at: <https://info.riversideinsights.com/hubfs/Test%20Disclosure%20Policy.pdf>) and the Standards for Educational and Psychological Testing (2014) ("SEPT"), published by the American Educational Research Association, American Psychological Association, and National Council on Measurement in Education. Subscriber's access to the Services is contingent on Subscriber taking appropriate steps to protect the confidentiality of the Services and any content contained therein. Subscriber will not provide unauthorized third parties, including entities or individuals providing test preparation, tutoring, and similar services, access to the Service and will not permit notetaking or audio or video recording by non-professionals during test administrations. Subscriber will immediately notify Riverside if it becomes aware of any activities prohibited under this Section.
17. Except as expressly permitted by this Agreement, Subscriber may not assign or otherwise transfer this Agreement or its rights or obligations hereunder to any person or entity without Riverside's prior written consent. This Agreement shall be binding upon and insure to the benefit of the heirs, successors, and assigns of each party. Subscriber shall indemnify, defend, and hold Riverside and BRT harmless from any and all claims arising out of the use of the Service or use of the scoring or reporting to determine placement of, or grades for, students.
18. Subscriber agrees that the privacy of User information, and score data is the sole responsibility of Subscriber and its Users. Riverside does not share User or Subscriber information with anyone unless authorized under this Agreement and: (a) with respect to the User or others the User may specify, the particular User's own information only; and (b) with respect to Subscriber, Subscriber's own information and the information regarding its Users. The Subscriber acknowledges that prior to using the EASYCBM service, Subscriber is obligated to obtain any written parental consent that may be required in accordance with Federal or state laws or school district policies, to enable Subscriber to enter data into the EASYCBM system and to permit use of the data in accordance with the terms and conditions of this Agreement.

19. Riverside and BRT shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the EASYCBM online assessment system, including the benchmark and progress monitoring assessments, scoring guides, manuals, resources, as well as any other Riverside and/or BRT materials, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under this Agreement.
20. This Agreement is governed by and subject to the laws of the State of Illinois without reference to its conflicts of laws or choice of law rules. The parties agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts of competent jurisdiction located in the Northern District of Illinois. This Agreement merges all prior representations and understandings and constitutes the entire understanding between the parties concerning the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties. No delay by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party. All uses of the word "including" and "includes" mean "including, without limitation" or "including, but not limited to" and will not be deemed terms of limitation or exclusion. Subscriber's use of the Services constitutes consent to this Agreement, which remains in full force and effect for the entire period of use by Subscriber and its Users.

easyCBM® is a registered trademark of the University of Oregon provided under license to Riverside Assessments, LLC.
© Riverside Assessments, LLC. All rights reserved. Printed in the U.S.A. 01/07/2022

riversideinsights.com

