



DreamBox Software and Services Agreement

Boone County Schools

777 108th Ave. NE, Suite 2300
Bellevue, WA 98004-5149
Phone: 877.451.7845
Fax: 425.484.6476
schools@dreambox.com
www.dreambox.com

Order Form #: DB0622100598
Order Form Valid Until: Jul. 15, 2023

Order Form		
Customer: Boone County Schools, KY	Service Start Date: 07-01-2023 Service End Date: 06-30-2024	Subscription Period: 12 Months
Customer's Point of Contact: Name: Bonita Bolin Title: Technology Phone: (859) 283-1003 E-Mail: bonita.bolin@boone.kyschools.us	Customer's Billing Address: Attn: Bonita Bolin 8330 US 42 FLORENCE, KY 41042	Agreement Prepared By: Justin Litman Title: Account Executive Phone: E-Mail: justin.litman@dreambox.com
Pricing		
Software and Services	Quantity	Price
Dreambox Learning Math – Advanced	7100	\$113,600.00
Subtotal:		\$113,600.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$0.00
Total:		\$113,600.00

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule
<i>Term Length (months):</i> 12 <i>Total Fees:</i> \$113,600.00	\$113,600.00	7/1/2023	7/31/2023

Payment Options

- To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476.
- To pay by credit card for **Order Forms totaling less than \$8,000.00**, please . Please consult the Dreambox [Billing FAQ page](#) if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments.

*****Please note changes below to ACH and Drop Box changes effective November 1, 2022*****

Please remit via ACH (preferred) to: DreamBox Learning, Inc. PNC Bank Routing #: 031207607 Account #: 8026515017	Check Payments can be mailed to: DreamBox Learning, Inc. P.O. Box No. 778853 Chicago, IL 60677-8853
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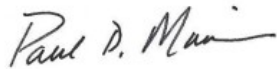
Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC.

CUSTOMER: Boone County Schools

Signature:



Signature:

Name:

Paul Marvin

Name:

Title:

Interim Chief Financial Officer

Title:

Date:

TERMS AND CONDITIONS

1. DreamBox Learning, Inc. (“DreamBox Learning”) offers software products and services that provide personalized math and reading instruction in an engaging environment for students (“DreamBox Math,” “DreamBox Reading” (formerly known as “Reading Plus”), and “Reading Park” respectively). DreamBox Math provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, which is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. Reading Plus introduces and builds the silent reading skills students need to become proficient independent learners. It focuses on vocabulary, comprehension, and fluency development, and it includes a highly reliable assessment that can be used as a screener, placement test, and measure of growth. As an intervention and instruction program, Reading Plus adapts automatically to each student’s changing needs, ensuring individualized learning paths lead toward reading proficiency. The program includes an extensive library of engaging texts, rigorous comprehension tasks, evidence-based writing in a built-in portal, a patented Guided Window for fluency development, a variety of scaffolds, and numerous materials for teacher-led instruction. Reading Park develops the critical foundational skills young learners need to become independent readers by providing lessons designed to develop phonemic awareness and phonics, as well as introducing fluency, vocabulary, and comprehension skills. The program guides students toward successful and productive reading through a playful, engaging learning environment. Reading Park’s unique combination of in-lesson and between-lesson adaptations offers personalized and effective technology-driven instruction by adjusting lessons in real time to ensure individual learning needs are addressed in the moment. Its continuous embedded assessment allows the program to determine the appropriate sequencing of the next lesson. Both Reading Plus and Reading Park are research-based programs grounded in the science of reading. DreamBox Learning’s software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the “Agreement”). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form (“you” or “Customer”). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the “Software and Services”). This Agreement comprises the attached order form (the “Order Form”) and these terms and conditions (the “Terms and Conditions”), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

2. CUSTOMER ACCOUNT

2.1 Access. These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the “Software”) and the services provided by DreamBox Learning to you in connection therewith (the “Services”). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the “Customer Account”). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

2.2 Updates; Enhancements. At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, “Updates”). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer’s access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning’s reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

2.3 License. Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicenseable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes. All Software and Services are provided as-is and the license to those Software and Services are to the [full content offering](#) with no customizations.

2.4 Protections Against Unauthorized Use. You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 2.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning’s advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

2.5 End Users’ Compliance with Website Terms of Use. You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning’s Website Terms of Use (available at <http://www.dreambox.com/terms> or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

2.6 Reservation of Rights. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning’s confidential and

proprietary materials. All uses of DreamBox Learning's trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning's trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) ("**Feedback**"), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

3. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

4. SERVICES

4.1 Delivery. Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized within 12 months of the Order Form Contract Start Date. Professional Development not utilized within 12 months of the Order Form Contract Start Date will be forfeited.

4.2 Cancellation.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

5. TERM AND TERMINATION

5.1 Term. This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 5.2, 5.3, and/or 5.4 below (the "**Term**"). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

5.2 Subscription Period. The "**Subscription Period**" will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods "**Renewal Period**".

5.3 Termination without Cause. Neither party may terminate this Agreement without cause. For termination for cause, see Section 5.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

5.4 Termination or Suspension for Cause. Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

5.5 Survival. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 2.4, 2.5, 2.6, 5.5, and 7 survive termination or expiration of this Agreement.

6. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time ("**FERPA**"), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA ("**PII**"), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning's computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices,

privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning's privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation, any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian. DreamBox Learning's full Privacy Policy is available at <http://www.dreambox.com/privacy-policy>.

7. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, (c) sent by overnight air courier, or (d) sent by email to legal@dreambox.com, in each case properly posted and fully prepaid to the address or email address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

8. WARRANTY

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

9. MISCELLANEOUS

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 5.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. In no event will the aggregate liability of DreamBox Learning and its licensors, service providers, and suppliers arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to DreamBox Learning under this Agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. 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 agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

TERMS OF USE

Terms of Use

[Acceptance](#)

[Modifications](#)

[Registration](#)

[Fee Based Services and Software](#)

[Content](#)

[The DreamBox Learning Blog](#)

[Licenses](#)

[Lifetime Subscription](#)

[Usage Guidelines and Restrictions](#)

[Termination](#)

[Data and Privacy](#)

[Disclaimers of Warranties; Limitations on Liability](#)

[Indemnity](#)

[Links and Advertising](#)

[Governing Law and Arbitration](#)

[Release](#)

[Claims of Copyright Infringement](#)

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[Questions](#)

Welcome to DreamBox Learning, Inc.'s website. These Terms of Use govern your use of www.dreambox.com, play.dreambox.com, www.dreambox.net, and www.dreambox.org, and any successor websites of the foregoing (collectively, the "Site"), any DreamBox Learning software, downloaded from this Site or obtained elsewhere (the "Software"), and all of the services made available on the Site (the "Services"). By using the Software, Services or visiting or browsing the Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use and any modifications that may be made to these Terms of Use from time to time. In addition, to the extent our Services or Software require you to set up an account with a password, if you are designated as the parent or legal guardian in the account, or are otherwise the person who first registers for a Service in such account, you agree to be responsible for ensuring that all users on your account comply with these Terms of Use and any modifications that may be made to the Terms of Use from time to time. If you do not agree to these Terms of Use, you should not use the Services or Software, or visit or browse the Site.

These Terms of Use constitute a binding legal agreement between you and DreamBox Learning, Inc. (“DreamBox Learning,” “we,” “us,” and “our”). If you are using the Site, Services or Software, on behalf of any entity or person (including child), you represent and warrant that you are authorized to accept these Terms of Use on such entity’s behalf or such person’s behalf, and that such entity or person agrees to indemnify you and DreamBox Learning for violations of these Terms of Use. Please read these Terms of Use carefully before accessing or using the Site, Software or the Services.

For purposes of these Terms of Use and DreamBox Learning’s [Privacy Policy](#), the phrases “Individual Customer” or “customers that are individuals”, means an individual or family who has directly purchased a DreamBox Learning product or service for personal or family use and “School Customer” means an educational institution that has purchased products or services and provisions accounts for individual student users.

We reserve the right to modify these Terms of Use at any time and in any manner at our sole discretion, including the fees for the Software or Services. Notice of any material modification of these Terms of Use will be posted in this section of the Site, and any such modifications will be effective upon the posting of such notice. Your continued use of the Site, Software or the Services constitutes your binding acceptance of such modifications. Please check this section of the Site before using the Site, Software or the Services to determine whether a change has been made to these Terms of Use. If you do not agree to any changes in the Terms of Use as they may occur, please arrange to terminate your registration with the Site immediately and discontinue your use of the Service, Software and the Site. You agree that we are not liable to you or to any third party for any modification of the Terms of Use.

Before you can use certain parts of the Software or Services, you may be required to register an account through the Site. If you are a customer that is an individual, you must be 18 years of age or older to register for a DreamBox Learning account. In that event, however, you may add or register additional users to use the Services who are younger than 18 years old if you are such users’ parent or legal guardian. For the avoidance of doubt, if you are a School Customer, the preceding sentence does not apply to you, as the school is neither an individual nor under 18 years of age. You agree to provide true, accurate, current, and complete information about yourself and the users of the account as prompted by the Site’s registration form (such information, being the “Registration Data”), and you agree to maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have any reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your account and refuse to offer you any and all current or future use of the Services, Software and the Site. If you are a customer who is an individual, you agree that, if you provide any personally identifiable information about a child under age 13 in order to allow them to use the Site, Software or Services, that you are the parent/legal guardian of such child and that you consent to the child’s use of the Site, Software and Service and agree to be bound to these Terms of Use with respect to the child’s use. You understand that the privacy policy will apply to the child’s use of the Site, Software and Service.

For our School Customers, as explained in DreamBox Learning’s Privacy Policy, DreamBox Learning does not use personally identifiable information (as that term is defined by the Family Educational Rights and Privacy Act) provided by the School Customer about student users for any purpose other than to provide services to the School Customer and the student user. Such information is maintained confidentially and not shared with or sold or otherwise provided to third parties, unless specifically requested by our School Customer to do so. As a School Customer, if you request that DreamBox Learning share any information provided by you or your student users directly with a third party designated by you, then you agree that you (and not DreamBox Learning) will be solely responsible for the use, storage, and maintenance of such information by such third party. Additionally, to the extent that DreamBox Learning collects, uses, or discloses any personal information (as that term is defined by the Children’s Online Privacy Protection Act) from children under the age of 13, that

information is used solely to permit DreamBox Learning to provide services to the School Customer and the student user.

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You are solely responsible for any activity related to your account. If you suspect any unauthorized use of your account, notify us immediately. You acknowledge and agree that we may preserve user information and may also disclose user information, if required to do so by law or if we believe, in good faith, that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of DreamBox Learning, its users, or the public. Without limiting the foregoing, parents, legal guardians, and school officials who have registered accounts hereunder, understand that they are responsible for the acts and activities of their minor children in connection with any use of the Site, Software, and/or Software, and that the [privacy policy](#) will apply to their family's use of the foregoing.

Some Services and Software may be offered to you on a fee basis. All fees are quoted and must be paid in U.S. Dollars. If you elect to purchase fee-based Services or Software and transmit to DreamBox Learning a purchase request, you warrant that your use of the particular credit card or other DreamBox Learning accepted payment method is authorized and that all information that you submit to DreamBox Learning, or any third party designated by DreamBox Learning, is true and accurate (including, without limitation, your credit card number and expiration date), and you agree to pay all fees, including any applicable sales taxes, you incur. Any account name, password, or user ID supplied to you in connection with any fee-based Services or Software you purchase is personal to you and the members of your household, and you may not transfer or make available your account name, password, or user ID to others. Any distribution by you of such account name, password, and/or user ID may result in cancellation of the fee-based Services and Software without refund and the imposition of additional charges based on your unauthorized use.

The Site, Software and the Services may allow you and other third parties to post data, text, code, messages, opinions, advice, statements, reviews, comments, and other materials and information (collectively, "Content"). All Content, whether publicly posted on or privately transmitted via the Site, Software or the Services, is the sole responsibility of the person from whom the Content originated and not of DreamBox Learning, or its shareholders, directors, officers, or employees. DreamBox Learning may review and delete any Content, in whole or in part, that in the sole judgment of DreamBox Learning violates these Terms of Use or that might be offensive, illegal, or that might violate the rights of or harm any third parties. Nonetheless, under no circumstances will DreamBox Learning or its stockholders, directors, officers, employees, agents, representatives, partners, or affiliates be held liable for any loss or damage caused by your reliance on Content obtained through the Site, Software or the Services. It is your responsibility to evaluate the Content available through the Services, Software or the Site. Although Content will not be pre-screened or reviewed, we reserve the right to refuse or delete any Content.

DO NOT SUBMIT OR DISTRIBUTE ANY UNSOLICITED SUBMISSIONS; NO IMPLIED CONTRACT.

DreamBox Learning likes to hear from you. However, please keep in mind that DreamBox Learning does not accept or consider any creative ideas or suggestions relating to products or marketing plans unless it has specifically requested them. Therefore, please do not send to DreamBox Learning any creative or original materials such as ideas for software products, games, or other products, or any other creative suggestions, ideas, notes, drawings, concepts or other information. DreamBox Learning shall be free to use any such ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information and shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any submission.

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3. identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material;
4. your name, address, telephone number, and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement made under penalty of perjury that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

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600 108th Ave NE, Suite 805
Bellevue, WA 98004, U.S.A.
Attn: Copyright Infringement

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Upon receipt of a proper counter notification under the DMCA, we will promptly provide the person who provided the initial notification of claimed infringement with a copy of the counter notification and inform that person that we will replace the removed material or cease disabling access to it in 10 business days.

Unless our designated agent first receives notice from the person who submitted the initial notification that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on the Site, Software or the Services, we will replace the removed material and cease disabling access to it.

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3. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which we may be found and that you will accept service of process from the person who provided the initial notification of infringement.

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