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Proposal #008724780

Prepared For

Gray Middle School

Attention:

Kelly Stidham

kelly.stidham@boone.kyschools.us

For the Purchase of:

Into Math 6-8

Prepared By

Jonathan Broyles

jonathan.broyles@hmc.co.com

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Student Digital Licenses					
1789206	9780358396536 Into Math Student License Digital 1 Year Grades 6-8 Includes: Digital Student Resources 1 Year Digital Grade 6-8 Implementation Success	\$22.00	345	\$7,590.00	
Total for Student Digital Licenses		\$7,590.00			
Teacher Digital Licenses					
1808544	9780358555889 Into Math Teacher License Digital 1 Year Grades 6-8 Includes: Into Math Digital Teacher Resources 1 Year Grades 6-8 Access to Teacher's Corner	\$100.00			4
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1732973	9781328614353 Into Math Premium Manipulatives Kit Grades 6-8	\$378.90	4	\$1,515.60	
Student Materials					
1750405	9780358115816 Into Math Student Edition (Consumable) Grade 6	\$8.00	345	\$2,760.00	
Additional Customer Materials					
1756239	9780358156970 Into Math Teacher Bookcase Grade 6 Includes: Planning and Pacing Guide Grade 6 Assessment Guide Grade 6 Solution Manual Grade 6 Teacher Edition Collection Grade 6 Professional Learning Cards Grades 6-8 Getting Ready for High Stakes Assessment Grade 6	\$197.10	4	\$788.40	
1756233	9780358156918 Into Math Differentiation Center Kit Grade 6 Includes: Differentiated Instruction BLM Grade 6 Unit Project Cards Grade 6 Game and Activity Cards Grade 6 Tabletop Flipchart Grade 6	\$208.15	4	\$832.60	
Total for A la Carte Items Available for Purchase		\$5,896.60			
Total for Grade 6		\$13,486.60			

Grade 7

Student Digital Licenses

1789206	9780358396536 Into Math Student License Digital 1 Year Grades 6-8 Includes: Digital Student Resources 1 Year Digital Grade 6-8 Implementation Success	\$22.00	245	\$5,390.00	
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Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1732973 9781328614353	Into Math Premium Manipulatives Kit Grades 6-8	\$378.90	4	\$1,515.60	
Student Materials					
1705761 9781328951809	Into Math Student Edition (Consumable) Grade 7	\$8.00	245	\$1,960.00	
Additional Customer Materials					
1756240 9780358156987	Into Math Teacher Bookcase Grade 7 Includes: Planning and Pacing Guide Grade 7 Assessment Guide Grade 7 Solution Manual Grade 7 Teacher Edition Collection Grade 7 Professional Learning Cards Grades 6-8 Getting Ready for High Stakes Assessment Grade 7	\$197.10	4	\$788.40	
1756234 9780358156925	Into Math Differentiation Center Kit Grade 7 Includes: Differentiated Instruction BLM Grade 7 Unit Project Cards Grade 7 Game and Activity Cards Grade 7 Tabletop Flipchart Grade 7	\$208.15	4	\$832.60	
Total for A la Carte Items Available for Purchase		\$5,096.60			
Total for Grade 7		\$10,486.60			

Grade 8

Student Digital Licenses

1789206 9780358396536	Into Math Student License Digital 1 Year Grades 6-8 Includes: Digital Student Resources 1 Year Digital Grade 6-8 Implementation Success	\$22.00	275	\$6,050.00	
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Total for Student Digital Licenses

\$6,050.00

Teacher Digital Licenses

1808544 9780358555889	Into Math Teacher License Digital 1 Year Grades 6-8 Includes: Into Math Digital Teacher Resources 1 Year Grades 6-8 Access to Teacher's Corner	\$100.00			4
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Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1732973 9781328614353	Into Math Premium Manipulatives Kit Grades 6-8	\$378.90	4	\$1,515.60	
Student Materials					
1750408 9780358116042	Into Math Student Edition (Consumable) Grade 8	\$8.00	275	\$2,200.00	
Additional Customer Materials					
1756241 9780358156994	Into Math Teacher Bookcase Grade 8 Includes: Planning and Pacing Guide Grade 8 Assessment Guide Grade 8 Solution Manual Grade 8 Teacher Edition Collection Grade 8 Professional Learning Cards Grades 6-8 Getting Ready for High Stakes Assessment Grade 8	\$197.10	4	\$788.40	
1756235 9780358156932	Into Math Differentiation Center Kit Grade 8 Includes: Differentiated Instruction BLM Grade 8 Unit Project Cards Grade 8 Game and Activity Cards Grade 8 Tabletop Flipchart Grade 8	\$208.15	4	\$832.60	
Total for A la Carte Items Available for Purchase		\$5,336.60			
Total for Grade 8		\$11,386.60			

Algebra 1

Student Digital Licenses

1789207 9780358396543	Into Algebra 1 Student License Digital 1 Year Includes: Digital Student Resource 1 Year Digital Algebra 1 Implementation Success	\$22.00	130	\$2,860.00	
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Total for Student Digital Licenses

\$2,860.00

Teacher Digital Licenses

1808498 9780358555186	Into Algebra 1 Teacher License Digital 1 Year Includes: Into Algebra 1 Digital Teacher Resources 1 Year Access to Teacher's Corner	\$100.00			3
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Total for Teacher Digital Licenses

\$0.00

A la Carte Items Available for Purchase

Teacher Materials

1742482 9780358055303	Into Algebra 1 Teacher Edition	\$150.00	3	\$450.00	
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Includes: Digital Student Resources 1 Year Digital Grade 6-8 Implementation Success					
Total for Student Digital Licenses		\$726.00			
Teacher Digital Licenses					
1808544	9780358555889 Into Math Teacher License Digital 1 Year Grades 6-8 Includes: Into Math Digital Teacher Resources 1 Year Grades 6-8 Access to Teacher's Corner	\$100.00			1
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1732973	9781328614353 Into Math Premium Manipulatives Kit Grades 6-8	\$378.90	1	\$378.90	
Student Materials					
1750407	9780358115847 Into Math Student Edition (Consumable) Advanced 2	\$8.00	33	\$264.00	
Additional Customer Materials					
1756243	9780358157014 Into Math Teacher Bookcase Advanced 2 Includes: Planning and Pacing Guide Advanced 2 Assessment Guide Advanced 2 Solution Manual Advanced 2 Teacher Edition Collection Advanced 2 Professional Learning Cards Grades 6-8 Getting Ready for High Stakes Assessment Grade 7	\$201.70	1	\$201.70	
1756237	9780358156956 Into Math Differentiation Center Kit Advanced 2 Includes: Differentiated Instruction BLM Advanced 2 Unit Project Cards Advanced 2 Game and Activity Cards Advanced 2 Tabletop Flipchart Advanced 2	\$208.15	1	\$208.15	
Total for A la Carte Items Available for Purchase		\$1,052.75			
<u>Total for Advanced 2</u>		\$1,778.75			

Accelerated 7

Student Digital Licenses

1789206	9780358396536 Into Math Student License Digital 1 Year Grades 6-8 Includes: Digital Student Resources 1 Year Digital Grade 6-8 Implementation Success	\$22.00	95	\$2,090.00	
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Total for Student Digital Licenses

\$2,090.00

Teacher Digital Licenses

1808544	9780358555889 Into Math Teacher License Digital 1 Year Grades 6-8	\$100.00			2
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1750380 9780358119388	Into Algebra 1 Planning and Pacing Guide Grade 9	\$10.35	3	\$31.05	
Student Materials					
1705762 9781328951816	Into Algebra 1 Student Edition	\$45.00	130	\$5,850.00	
1742565 9780358055334	Into Algebra 1 Journal and Practice Workbook	\$10.75	130	\$1,397.50	
Total for A la Carte Items Available for Purchase		\$7,728.55			

<u>Total for Algebra 1</u>	\$10,588.55
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<u>Geometry</u>					
Student Digital Licenses					
1789209 9780358396567	Into Geometry Student License Digital 1 Year Includes: Digital Student Resource 1 Year Digital Geometry Implementation Success	\$22.00	30	\$660.00	
Total for Student Digital Licenses		\$660.00			
Teacher Digital Licenses					
1808520 9780358555308	Into Geometry Teacher License Digital 1 Year Includes: Into Geometry Digital Teacher Resources 1 Year Access to Teacher's Corner	\$100.00			1
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					

Teacher Materials					
1742563 9780358055310	Into Geometry Teacher Edition	\$150.00	1	\$150.00	
1750381 9780358119395	Into Geometry Planning and Pacing Guide Grade 10	\$10.35	1	\$10.35	
Student Materials					
1742480 9780358055280	Into Geometry Student Edition	\$45.00	30	\$1,350.00	
1742566 9780358055341	Into Geometry Journal and Practice Workbook	\$10.75	30	\$322.50	
Total for A la Carte Items Available for Purchase		\$1,832.85			

<u>Total for Geometry</u>	\$2,492.85
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<u>Advanced 2</u>					
Student Digital Licenses					
1789206 9780358396536	Into Math Student License Digital 1 Year Grades 6-8	\$22.00	33	\$726.00	

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Includes: Into Math Digital Teacher Resources 1 Year Grades 6-8 Access to Teacher's Corner					
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1732973 9781328614353	Into Math Premium Manipulatives Kit Grades 6-8	\$378.90	2	\$757.80	
Student Materials					
1750409 9780358116059	Into Math Student Edition (Consumable) Accelerated 7	\$8.00	95	\$760.00	
Additional Customer Materials					
1756244 9780358157021	Into Math Teacher Bookcase Accelerated 7	\$201.70	2	\$403.40	
Includes: Planning and Pacing Guide Accelerated 7 Assessment Guide Accelerated 7 Solution Manual Accelerated 7 Teacher Edition Collection Accelerated 7 Professional Learning Cards Grades 6-8 Getting Ready for High Stakes Assessment Grade 7					
1756238 9780358156963	Into Math Differentiation Center Kit Accelerated 7	\$208.15	2	\$416.30	
Includes: Differentiated Instruction BLM Accelerated 7 Unit Project Cards Accelerated 7 Game and Activity Cards Accelerated 7 Tabletop Flipchart Accelerated 7					
Total for A la Carte Items Available for Purchase		\$2,337.50			
Total for Accelerated 7		\$4,427.50			

Professional Services - Into Math 6-8

Implementation Success Plan

1729407 9781328588203	Getting Started: Introduction to Into Math 6-8 Live Online 2-Hour	1		
This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.				

Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.

Coaching and Courses

1815084 9780358609803	HMH Professional Learning Live Online Course and Coaching Grades K- 12	\$4,200.00	1	\$4,200.00
Maximize your investment with live online professional learning courses aligned to your district's strategic math plan. Partner with HMH coaches to design a personalized live online course experience to cultivate the next generation of problem solvers. Each				

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ISBN

Title

Price

Quantity

Value of All
MaterialFree
Materials
Quantity

live online course experience includes 1 hour of consultative planning and 6-1 hour
shared learning sessions that can be delivered over time to meet your needs.

Total for Coaching and Courses

\$4,200.00

Total for Professional Services - Into Math 6-8
\$4,200.00

Total Savings:	\$1,900.00
Subtotal Purchase Amount:	\$58,847.45
Shipping & Handling:	\$4,685.03

Total Cost of Proposal (PO Amount): **\$63,532.48**
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 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

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Date of Proposal: 6/14/2023

Proposal Expiration Date: 7/29/2023



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14. INDEMNIFICATION. To the extent allowed by law and subject to the right of Customer to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Customer will indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.

15. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN

"AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WHILE HMH DOES ITS BEST TO DESCRIBE EVERY PRODUCT OFFERED AS ACCURATELY AS POSSIBLE, HMH DOES NOT WARRANT THAT PRODUCTS, SPECIFICATIONS, PRICING, AND/OR OTHER CONTENT HMH PROVIDES ARE COMPLETE, ACCURATE, RELIABLE, CURRENT, OR ERROR-FREE. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HMH AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY CUSTOMER. HMH WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. HMH SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO

ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, HMH'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. HMH DOES NOT GUARANTEE THAT ANY DIGITAL PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. HMH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND DIGITAL PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. HMH SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF DIGITAL PRODUCTS. IN NO EVENT SHALL HMH BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

16. TERMINATION; EFFECT OF

TERMINATION. HMH may terminate this Agreement upon the failure of Customer to comply with any of the Terms, at any time by giving Customer 30 days' prior written notice, specifying the breach upon which the notice is based. If Customer has not cured the breach to HMH's satisfaction within the notice period, this Agreement will terminate. HMH shall have, in addition to any other remedies available to it, the right to injunctive and other equitable relief to restrain action by Customer inconsistent with this Agreement, and Customer hereby acknowledges that other remedies are inadequate in such cases. Upon termination for any reason, HMH will disable access to any applicable Digital Products, including at the end of the **Subscription Term** (</terms-of-purchase/definitions>). In addition, Sections 11, 14 through 18 and 20 shall survive any termination of this Agreement.

17. MODIFICATION AND SEVERABILITY. If

any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind. HMH reserves the right to make changes to these Terms at any time.

18. JURISDICTION; VENUE; CHOICE OF LAW. THE STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS SITTING IN SUFFOLK COUNTY AND, IF THE JURISDICTIONAL PREREQUISITES EXIST AT THE TIME, THE UNITED STATES DISTRICT COURT FOR MASSACHUSETTS SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY DISPUTE OR CONTROVERSY ARISING UNDER OR CONCERNING THIS CONTRACT. THIS CONTRACT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT THAT FOR GOVERNMENTAL CUSTOMERS IN THE UNITED STATES THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE GOVERNMENT AGENCY CUSTOMER IS LOCATED.

19. EXPORT. Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Customer. Export laws and regulations of the United States apply to all Products. Customer agrees that export control laws govern its use of the Digital Products and related Services (including technical data) and any Digital Products deliverables provided to Customer by HMM, and Customer agrees to comply with all such export

laws and regulations (including "deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Customer agrees that it will not import or allow a third party to import such Products into the United States.

20.CONFIDENTIALITY. Customer acknowledges that in the course of providing Products under this Agreement, representatives of HMH may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMH are proprietary and confidential information of HMH. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the Products other than the use that is intended by HMH through its provision of the Products.

TERMS APPLICABLE TO DIGITAL PRODUCTS

In addition to the above General Terms applicable to all Products, the following terms are applicable to the purchase of Digital Products. In the event of a discrepancy between the General Terms

and the Terms Applicable to Digital Products, the Terms Applicable to Digital Products shall apply.

1. SUBSCRIPTION TERM. Any subscription to Digital Products is for the price and time period or term listed in the applicable Order Document(s). If Customer wishes to extend any Subscription Term, a purchase order, change order, or amendment is to be negotiated for additional fees. If no commencement date for the Subscription Term to the Digital Products is specified in the applicable Order Document(s), the Subscription Term shall be deemed to commence on the date on which the Customer is granted access to the Digital Product as delivered by HMH, NOT upon Customer activation of the Digital Product, and shall continue until the end of the Subscription Term. Upon expiration or termination of the Subscription Term, Customer will no longer have permitted access to the Digital Product. In the event that HMH must discontinue access to a Digital Product prior to expiration of the Subscription Term, HMH shall provide a pro-rated credit to Customer applicable toward the purchase of other HMH Products. Such pro-rated credit shall reflect the portion of the Subscription Term that remains unused as of the date of discontinuation of the Digital Product.
2. HOSTING. Any Digital Products purchased for a limited Subscription Term shall be hosted by or through

HMH. HMH may choose to transition the hosting of a Digital Product to a different site or platform upon prior written notice to Customer. Any HMH Digital Products Customer wishes to self-host would be considered a separate transaction, and separate agreements and fees are to be negotiated. Self-hosted versions of many of HMH's Digital Products are not available for license. In the case of Digital Products that are self-hosted in whole or in part, upon expiration or termination of the applicable Subscription Term, Customer must immediately cease using the Digital Product, delete or destroy any copies of the Digital Product and, if requested, confirm to HMH that the Customer has complied with these requirements.

3. ALLOCATION OF LICENSES. HMH will provide Customer with the number of credentials with respect to Digital Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s).
4. LICENSE LIMITATIONS. Customer may not: (1) re-sell, rent or lease a Digital Product or any part of it; (2) copy any part of a Digital Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Digital Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Digital Product, or deploy a Digital

Product on more devices or at more sites, than are authorized by these Terms Applicable to Digital Products and the applicable Order Document(s), or (5) sub-license the Digital Products except as permitted by HMH.

5. SECURITY. Customer acknowledges that Digital Products may include security technology to ensure that they may only be used in accordance with the applicable license rights. Customer shall take all reasonable security measures to prevent unauthorized access to the Digital Products. Customer agrees to: (1) accept all responsibility for all activities that occur under user name(s) or password(s) used by Customer; and (2) immediately notify HMH of any unauthorized use of any password or account assigned to Customer, or any other breach of security or confidentiality thereof. In such event, HMH shall have the right, without limitation of any other rights under this Agreement, to terminate any such account or this Agreement in its entirety. In the event that Customer transmits **Customer Materials** (~~customer-materials~~) to HMH outside of HMH's secure software (e.g. in association with the provision of any Services), Customer agrees to use a secure conduit (e.g., HTTPS) for the transmission of such Customer Materials. HMH shall have no obligation to monitor Customer Materials, but HMH reserves the right to do so and to remove or disclose

any Customer Materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, and HMH will use reasonable efforts to notify Customer reasonably in advance.

6. THIRD PARTY PRIVACY POLICIES. In connection with Customer's use of Digital Products owned and hosted by HMH, **Privacy Policy for HMH PreK-12 Products** (</privacy-policy>), shall apply. Please note that in some instances Digital Products are owned and hosted by third parties. In such cases, there may be other specific privacy policies that apply. In such cases, you should refer to the applicable third-party privacy policy for that Digital Product(s).

TERMS APPLICABLE TO CONNECTED PRODUCTS

In addition to the General Terms and Terms Applicable to Digital Products that may apply to individual components of the Connected Products, the following terms apply to HMH Connected Products. In the event of any conflict, the Terms Applicable to Connected Products shall apply.

1. CONNECTED PRODUCTS. The Connected Products consists of the HMH program products, professional development services and classroom

materials offered by HMH through its platform(s), or otherwise delivered to the Customer, solely in the formats identified in the Order Document(s). Customer understands and agrees that certain content of the Connected Products may be updated or substituted on an ongoing basis in the discretion of HMH. In addition, the Customer may add other Products and Services to the Order Documents, at the applicable HMH price, and all such additional Products and Services shall be governed by these terms and other applicable HMH terms and conditions.

2. LICENSE. Subject to the General Terms and Terms Applicable to Digital Products, HMH hereby grants Customer a limited, non-exclusive, non-sublicensable and non-transferable right to access the Connected Products as identified on the applicable Order Document(s), solely for educational purposes and solely in connection with the Customer's school/district. HMH will provide Customer with the number of credentials with respect to the Connected Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s). Teacher licenses can be used by multiple instructors in good faith, in the same school/district so long as such teacher licenses maintain a customary classroom teacher-to-student ratio (i.e. the number of teacher licenses purchased is

substantially in proportion to the number of student licenses purchased by the Customer). Any rights not expressly granted by HMH in this Agreement are expressly reserved to HMH. The Subscription Term is for the period of years specified in the applicable Order Document(s) and paid for by Customer. This Subscription Term shall be effective upon the date set forth in the Order Document(s), provided that, if no such commencement date is specified, the Subscription Term shall be deemed to commence on the earliest date on which the applicable product is first accessed or used by Customer and shall continue until the end of the Subscription Term. For a multi-year Subscription Term, Customer shall be permitted to re-allocate the licensed credentials to different grade levels of the same HMH program, so long as the total number of licensed users is not exceeded for the same Subscription Term during the same academic year.

3. EMBEDDED SERVICES. Subject to the General Terms, HMH will provide the then standard embedded professional development services to Customer as HMH makes available with the Connected Products Subscription. In addition, Customer may engage HMH to provide additional training, coaching or other professional development in association with the Connected Products.

4. CONSUMABLE PRINT MATERIALS. For a multi-year Subscription Term, Customer shall be permitted to re-allocate the quantities of consumable print materials of a given Product among different grade levels, so long as the total quantity purchased is not exceeded in a given academic year. As of 3/1/2022, customers must manage their annual shipment of consumable print materials through the HMH Print Refill Site (<https://hnhcocommunities.force.com/s/>) in order to specify the Customer's grade level quantities for the following school year. Subscription quantities not specified for shipment may not be carried over to the following year and may not be refunded or credited.

TERMS APPLICABLE TO SERVICES

In addition to the General Terms, the following terms apply to the purchase of Services. In the event of a discrepancy between the General Terms and the Terms Applicable to Services, the Terms Applicable to Services shall apply.

1. PURCHASE ORDER. At least thirty (30) days prior to the first date of Services, Customer shall provide HMH with a purchase order. If Customer's purchase practice is not to provide a

purchase order, Customer agrees that it shall sign a Services Agreement or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by HMH.

2. LOGISTICS. No less than thirty (30) days before a Services Date, Customer shall provide to HMH the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of participants for each day of Services to be delivered. HMH reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by HMH, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.
3. SCHEDULING, RESCHEDULING AND CANCELLATION. The scheduling of Services to be delivered on specified dates ("Services Dates") shall be outlined in the purchase order or agreement. Services to be delivered on dates to be determined ("TBD Dates") must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would

like the Services to begin. HMH cannot guarantee availability of dates for specific consultants.

a. DATE CHANGES/RESCHEDULING.

1. Services Dates, once scheduled, may be changed only upon the mutual agreement of HMH and the Customer, except in the event that an HMH consultant delivering in-person Services is unable to attend due to circumstances beyond his/her control (e.g. flight cancellation). In such event, the HMH consultant may provide the Services online for the same fees. Any change to the Services dates requested by the Customer will result in rescheduling fees, and any change to the type of Services requested may affect the fees that will be charged.

- i. Any date change requests must be received by HMH from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within twelve (12) months of HMH's receipt of the purchase order or other

agreement. All rescheduled Services Dates not consumed within twelve (12) months will be forfeited by the Customer and no refund of any prepaid fees shall be given.

- ii. For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services (e.g., travel already booked).

b. CANCELLATIONS/DEFAULT.

1. Customer may cancel Services without incurring any cancellation fee prior to the scheduling of a Services Date by providing HMH no less than thirty (30) days' written notice prior to the Services Date.
2. Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the cancelled Services. Cancellations received from Customer less

than seven (7) days in advance of the Services Date shall result in payment by Customer of a cancellation fee of 75% of the fees for the cancelled Services.

3. Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no-show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the cancelled Services.

4. If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.

5. For any cancellation of Services Dates at any time for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

4. PROHIBITION ON REPRODUCTION. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or

distributed without the prior written consent of HMH. Participants may be asked to leave if they engage in this activity and will be required to delete any unauthorized recordings.

TERMS APPLICABLE TO PILOTS

In addition to all of the above Terms, where Pilots are permitted by applicable law and otherwise available, the following terms are applicable to the Pilots. In the event of a discrepancy, the Terms Applicable to Pilots shall apply.

1. **CONSIDERATION.** In partial consideration of its participation in the Pilot, Customer agrees to cooperate with HMH's efforts to gather data (including but not limited to performance, usage, and other data at the building, grade, teacher and student levels), testimonials and other information relating to the Pilot. HMH may meet with the Customer to review success data and other information obtained in connection with the Pilot or from the use of Products in the Pilot ("Pilot Materials"). Customer agrees that HMH will collect, use and protect pilot data in accordance with the Privacy Policy for HMH PreK-12 Products (/prek-12-products-privacy-policy).

2. PILOT MATERIALS. Pilot Materials shall be provided in limited quantities as specified in the Pilot Proposal and only for the duration of and otherwise within the scope of the Pilot. Participation in the Pilot shall not thereby entitle Customer to participation in future pilots or additional access to Pilot Materials or to other instructional materials.
3. OWNERSHIP. To the fullest extent permitted by law, where the Customer does not share in the funding of the Pilot, HMH retains ownership of all Pilot Materials. HMH also retains all right, title and interest in and to any Pilot Materials consisting of software licensed to the Customer for the limited period of the Pilot. In the event that the HMH program relating to the Pilot is selected and purchased by Customer at the end of the Pilot, Customer will have the option to purchase or license the Pilot Materials on terms to be negotiated between HMH and Customer. Where the Customer does not share in the funding of the Pilot, and the piloted HMH program is NOT selected by the Customer at the end of the Pilot, Customer shall discontinue use of all Pilot Materials provided under license and return such Pilot Materials to HMH (and HMH is entitled to terminate access to or collect all Pilot Materials owned by HMH at its discretion). Customer is not permitted to resell any Pilot Materials.
4. DAMAGE AND/OR LOSS. Customer is responsible for any damage or loss to

HMH owned Pilot Materials during the Pilot.

5. TERMINATION. Where Customer has not participated in the funding of the Pilot, HMH may terminate the Pilot at any time upon thirty days prior written notice to Customer.

DEFINITIONS

The following terms used throughout this agreement, whether used in the singular or plural, shall have the meanings set forth herein.

- a. "Connected Product(s)" means Physical Products, Digital Products and Services specifically labelled as part of HMH's "Connected Teaching System."
- b. "Customer" means the legal entity identified on the purchasing or registration materials. For purposes of this Agreement, Customer includes affiliates specifically listed in a purchase order or in other purchasing or registration materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Products hereunder.

- c. "Customer Materials" means the materials, data and information belonging to a Customer and provided to HMH, either directly or by granting HMH access to Customer's files/systems, for the purpose of using an HMH Product.
- d. "Digital Product(s)" means non-tangible, digital versions of Products, whether licensed on a fixed, perpetual or subscription term.
- e. "Order Document(s)" means the HMH cost proposal or HMH quotation and order form.
- f. "Physical Product(s)" means any Product versions that are not Digital Products, including printed books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Digital Product(s) delivered to Customer, and any other physical copies of Products.
- g. "Pilot" means the paid or unpaid, full or partial access to Products for a specific, limited period of time for evaluation and trial of the Product prior to Customer's decision on whether or not to purchase the Product in full. Pilots are generally of short-duration and for limited Product in order for a Customer to evaluate how a full-scale implementation of Products will work in practice. Ownership of the Product remains with HMH unless and until full purchase of the Pilot Materials, as hereinafter defined, is completed.

- h. "Product(s)" collectively refers to all HMH Physical Products, Digital Products, Connected Products, Pilots and Services.
- i. "Services" means professional development services delivered personally to the Customer either , in person or on site as specified in the purchase order or other ordering documents or statement of work(s), which may include training, professional development, coaching, consulting, conferences, courses, "Getting Started" and implementation training, and software implementation, for Customer as agreed to by the parties, under this Agreement.
- j. "Subscription Term" means the term of the Customer's subscription to a Digital Product or a Connected Product.

For Terms of Purchase specific to Resellers, please visit: hnhco.com/reseller-terms-and-conditions ([/old-reseller-terms-and-conditions](http://old-reseller-terms-and-conditions)).

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