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00	OTE PREPARED I			SUBSCRI	I PTION/DIGITAL C	ONTACT:
QU	Mann Elem	 			Connie Crigger	
	10435 US HIGHWAY 42			conn	ie.crigger@boone.kyschoo	ls.us
	UNION, KY 41091-9528		1		(859) 384-5000	
A	CCOUNT NUMBER: 1688		1			
	CONTACT:		1	SALE	S REP INFORMA	TION:
	Connie Crigger		1.		Dina Chaffin	
con	nie.crigger@boone.kyscho	ols.us		dir	a.chaffin@mheducation.co	om
	(859) 384-5000					
				Value of All		
	Section	Summary		Materials	Free Materials	Product Subtotal
NONDERS © 2023, GF	RADE K VALUED CUSTON	MER - 3 YEAR (Existing	2014/2017 User)	\$1,260.00	\$0.00	\$1,260.00
NONDERS © 2023, GF	RADE 1 VALUED CUSTON	IER - 3 YEAR (Existing	2014/2017 User)	\$157.98	\$0.00	\$157.98
NONDERS © 2023, GF	RADE 2 VALUED CUSTON	IER - 3 YEAR (Existing	2014/2017 User)	\$184.50	\$0.00	\$184.50
NONDERS © 2023, GF	RADE 3 VALUED CUSTON	IER - 3 YEAR (Existing	2014/2017 User)	\$15,292.02	(\$6,022.02)	\$9,270.00
NONDERS © 2023, GF	RADE 4 VALUED CUSTON	MER - 3 YEAR (Existing	2014/2017 User)	\$21,142.02	(\$10,072.02)	\$11,070.00
NONDERS © 2023, GF	RADE 5 VALUED CUSTON	ER - 3 YEAR (Existing		\$18,412.95	(\$6,292.02)	\$12,120.93
			PRODUCT TOTAL*	\$56,449.47	(\$22,386,06)]	\$34,063.41
	Ð		ESTIMATED S&H**			\$1,027.78
			ESTIMATED TAX**			\$0.00
			GRAND TOTAL*			\$35,091.19
			<i>.</i>	eive the quoted price and		atimataa. If applicable
actual tax charges will b	g charges shown are only e be applied at time of order.		g and handling charges will	***************************************		stimates. If applicable,
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Product Descriptio	on (023) GRADE KAVA	VENED GUSTOM	ISBN BARRANTARA	aling 20	Unit Price	Free Materials	Line Subtotal
STUDENT MATE	RIALS			sung zu	r	Ser	
READING WONDERS	VALUED CUSTOMER ST	UDENT 3 YEAR	978-1-26-590270-4	10	\$126.00	\$0.00	\$1,260.00
SUBSCRIPTION BUNE	DLE GRADE K					and a start and a start	ļ
					ALS Subtotal:	······	\$1,260.00
	WONDERS © 2023, GRA	DE K VALUED CUSTOM	ER - 3 YEAR (Existing 2	014/2017 (	Jser) Subtotal:	\$0.00	\$1,260.00
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	PLE	ASE INCLUDE THIS	PROPOSAL WITH YO	OUR PUR	CHASE ORI	DER	
SEND ORDER TO:	<u> </u>	McGraw Hill LLC   PC	O Box 182605   Colum	bus, OH	43218-2605		
	Email: orde	ers_mhe@mheducatio	n.com   Phone: 1-800	-338-3987	Fax: 1-800	-953-8691	
QUOTE DATE:	07/17/2023						
	LCRAWFOR-071720231		COUNT NAME: Mann El				10/15/2023
		122-10-001	ACCOUNT #: 1688230			PAGE #:	2

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## Because learning changes everything.

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Product Descrip	ation		ISBN	Qty	i Unit Price	Free Materials	Line Subtotal
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STUDENT MA							
Reading Wonde Bundle grade 1	RS READING WRITING COM	IPANION 3 YEAR PRINT	978-1-26-609338-8	2	\$78.99	\$0.00	\$157.9
					IALS Subtotal:	,	\$157.9
	WONDERS © 2023, GRA	DE 1 VALUED CUSTOM	ER - 3 YEAR (Existing 2	2014/2017 L	Jser) Subtotal:	\$0.00	\$157.9
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	PLE	ASE INCLUDE THIS	PROPOSAL WITH Y		CHASE ORD	ER	
END ORDER TO:		McGraw Hill LLC   PC	Box 182605   Colum		12210 2005	·····	
LND ONDER 10:	Email: ord	ers_mhe@mheducatio				053 8601	
	Linai. oru		1.50m [ Filoite. 1-600	-336-396/	Trax. 1-000-	393-0091	
UOTE DATE:	07/17/2023	AC	COUNT NAME: Mann El	em		EXPIRATION DATE: 1	0/15/2023
UOTE NUMBER:	LCRAWFOR-071720231		ACCOUNT #: 1688230			PAGE #:	

Mc Graw Hill			Becau	ıse le	arning	changes ev	erything.
Product Description			ISBN	Qty	Unit Price	Free Materials	Line Subtotal
WONDERS © 20	23, GRADE 2 VAL	Ned Current Contraction	R - 3 YEAR (Exist	ing 201	14/2017 Us		
STUDENT MATER	RIALS						
READING WONDERS R BUNDLE GRADE 2	EADING WRITING COMP	ANION 3 YEAR PRINT	978-1-26-609364-7	3	\$61.50	\$0.00	\$184.50
					ALS Subtotal:	\$0.00	\$184.50
v	WONDERS © 2023, GRAD	E 2 VALUED CUSTOME	R - 3 YEAR (Existing 20	14/2017 U	ser) Subtotal:	\$0.00	\$184.50
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	PLE	ASE INCLUDE THIS	PROPOSAL WITH YO	OUR PUR	CHASE ORL	DER	
SEND ORDER TO:	L		O Box 182605   Colum				<u>I</u>
	Email: orde	ers_mhe@mheducatic	n.com   Phone: 1-800-	-338-398	/   ⊢ax: 1-800	-953-8691	T
	07/17/2022		COUNT NAME: Mann El	em	·	EXPIRATION DATE:	10/15/2023
QUOTE DATE:	07/17/2023 LCRAWFOR-071720231		ACCOUNT #: 1688230				4

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Because learning changes everything: Product Description WONDERS 0 2023, GRADE 3 VALUED/GUSTOMER -3 YEAR (Existing 2014/2017/User) STUDENT MATERIALS EVENING WONDERS VALUED/USTOMER STUDENT 3 YEAR P78-126-559959.2 1 0 \$90.0 \$0.00 \$9.20.0 \$9.270.0 P78-126-559959.2 1 \$21.00 \$11,70.00 "Free Materials SRADE 3 STUDENT MATERIALS SUBJECT ON BURCLE GRADE 3 STUDENT MATERIALS SUBJECT ON BURCLE GRADE 3 STUDENT MATERIALS SUBJECT ON BURCLE GRADE 3 YEAR P78-126-559959.2 1 \$21.00 \$21.00 "Free Materials SRADE 3 STUDENT INCOMERS VALUED CONTONER WORKSPACE 3 YEAR SRADE 3 STUDENT MATERIALS SUBJECT ON BURCLE GRADE 3 STUDENT MATERIALS SUBJECT ON BURCLE GRADE 3 YEAR STREATER WONDERS NUTIONAL FLACHER WORKSPACE 3 YEAR STREATER WONDERS NUTIONAL FLACHER WORKSPACE 3 YEAR STREATER STREATER SUBJECT ON BURCLE GRADE 3 STREATER SUBJECT STREATER S		und an improvementation of the same back in		parte est the construction of the construction of the construction of the construction of the construction of t		pendanyaan Sola ay			
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Hill         Product Description       ISBN       Qty       Unit Price       Free Materials       Line Subtotal         WONDERS © 2023, GRADE 3 VALUED CUSTOMER - 3 YEAR (Existing 2014/2017/User)       Endersity       Endersity       Endersity         STUDENT MATERIALS       Student River       978-1-26-590433-3       103       \$90.00       \$0.00       \$9,270.00         SUBSCRIPTION BUNDLE GRADE 3       978-1-26-590433-3       103       \$90.00       \$1,170.00       *Free Materials         SUBSCRIPTION BUNDLE GRADE 3       978-1-26-590433-3       13       \$90.00       \$1,170.00       *Free Materials         SUBSCRIPTION BUNDLE GRADE 3       978-1-26-590433-3       13       \$90.00       \$1,170.00       *Free Materials         SUBSCRIPTION BUNDLE GRADE 3       978-1-26-5990433-3       13       \$90.00       \$1,170.00       *Free Materials         SUBSCRIPTION BUNDLE GRADE 3       978-1-26-5990433-3       13       \$90.00       \$21.00       *Free Materials         READING WONDERS NATIONAL TRACHER WORKSPACE 3       978-1-26-5990433-3       13       \$90.00       \$21.00       *Free Materials         SUBSCRIPTION GRADE 3       978-1-26-58959-2       1       \$21.00       \$21.00       *Free Materials         SUBSCRIPTION GRADE 3       978-1-26-638220-8       6 <th>Cumu</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>-</th> <th></th>	Cumu						-		
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ISBN       Qty       Unit Price       Free Materials       Line Subtotal         WONDERS © 2023. GRADE 3 VALUED CUSTOMER - 3 YEAR (Existing 2014/2017 User)       Student Materials       Student Materials       Student Materials       Line Subtotal         STUDENT MATERIALS       Student Materials       978-1-26-590433-3       103       \$90.00       \$0.00       \$9,270.00         Subscription Bundle GRADE 3       978-1-26-590433-3       103       \$90.00       \$1,170.00       *Free Materials         Subscription Bundle GRADE 3       978-1-26-590433-3       13       \$90.00       \$1,170.00       *Free Materials         Subscription Bundle GRADE 3       978-1-26-590433-3       13       \$90.00       \$1,170.00       *Free Materials         READING WONDERS READING WRITING COMPANION PACKAGE       978-1-26-558959-2       1       \$21.00       \$21.00       *Free Materials         READING WONDERS NATIONAL TEACHER WORKSPACE 3 YEAR       978-1-26-638220-8       6       \$550.80       \$3,304.80       *Free Materials         SUBSCRIPTION GRADE 3       978-1-26-638220-8       6       \$550.80       \$3,304.80       *Free Materials         WONDERS NATIONAL TEACHER WORKSPACE 3 YEAR       978-1-26-638220-8       6       \$350.00       \$234.00       *Free Materials         WONDERS NATIONAL PRACTICE BOOK GRADE 3									
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SUBSCRIPTION BUNDLE GRADE 3       978-1-26-590433-3       103       \$50.00       \$0.00 <td></td> <td></td> <td>IDENT 3 YEAR</td> <td></td> <td>100</td> <td>¢00.00</td> <td>¢0.00</td> <td>¢0 270 00</td>			IDENT 3 YEAR		100	¢00.00	¢0.00	¢0 270 00	
SUBSCRIPTION BUNDLE GRADE 3       978-1-26-558959-2       1       \$30.00       \$11,100.00       1100 matching         READING WONDERS READING WRITING COMPANION PACKAGE       978-1-26-558959-2       1       \$21.00       \$21.00       *Free Materials         GRADE 3       STUDENT MATERIALS Subtotal:       \$1,191.00       \$9,270.00         TEACHER MATERIALS       Student Materials       \$1,191.00       \$9,270.00         TEACHER MATERIALS       Subtotal:       \$1,191.00       \$9,270.00         TEACHER MATERIALS       Subtotal:       \$1,191.00       \$9,270.00         TEACHER MATERIALS       Subtotal:       \$1,30.00       \$9,270.00         TEACHER MATERIALS       Subtotal:       \$1,30.00       \$9,270.00         TEACHER MATERIALS       Subtotal:       \$1,30.00       \$9,270.00         WONDERS NATIONAL TEACHER WORKSPACE 3 YEAR       978-1-26-638220-8       6       \$550.80       \$3,304.80       *Free Materials         WONDERS NATIONAL PRACTICE BOOK GRADE 3       978-1-26-580738-2       6       \$39.00       \$234.00       *Free Materials         MANIPULATIVES       TEACHER MATERIALS Subtotal:       \$3,538.80       \$0.00         MANIPULATIVES       MANIPULATIVES Subtotal:       \$1,292.22       *Free Materials	SUBSCRIPTION BUNDLE	E GRADE 3		978-1-26-590433-3	103	\$90.00	\$0.00	\$9,270.00	
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Connie Crigger	ESTIMATED SH	PPING & HANDLING**	\$1,027.78
connie.crigger@boone.kyschools.us	ESTIMATED TAX	<**	\$0.00
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PreK–12 Higher Ed

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- 2. If the Solution permits you to upload third-party content for use with your use of the Services granted herein, you represent and warrant that prior to performing any such upload you will secure all necessary rights to grant and will grant McGraw Hill the right to make such third-party content available to End Users in the same manner and to the same extent as the McGraw Hill Content provided in the Solution, and that such third-party content will not infringe any intellectual, proprietary or other rights of third parties. Additional terms and options may be presented through the user upload interface available on the Solution which shall be in addition to, and not in lieu of, these Terms of Service.

#### 9. RESTRICTIONS ON USE.

Subscriber shall not, and shall cause its employees, officers, directors, members, managers, partners, agents, third party service providers, or other designated persons (its "Representatives") not to, take any of the following actions: (a) creating or enabling the creation of derivative works, modifications, or adaptations of the Solution or McGraw Hill Content; (b) decompiling, reverse engineering or disassembling the Solution or McGraw Hill Content, (c) distributing or disclosing the Solution or McGraw Hill Content to third parties; (d) removing or modifying any proprietary marking or restrictive legends placed on the Solution or McGraw Hill Content; or (e) using any robot, spider, other automatic device or program or manual process to monitor, copy or reproduce the Solution or McGraw Hill Content.

#### 10. TERM AND TERMINATION.

This Agreement shall remain in full force and effect unless and until terminated earlier as provided in these Terms of Service. In the event that Subscriber commits a material breach of his Agreement (other than breach of its payment obligations, for which McGraw Hill may erminate this Agreement immediately), McGraw Hill may terminate this Agreement on five (5) business days' prior written notice to Subscriber; provided that Subscriber fails to cure such breach within such five (5) business day period. Subscriber may terminate this Agreement by (a) providing McGraw Hill with no less than thirty (30) days' prior written notice or (b) ceasing all access to the Solution for six (6) months or longer. No sooner than one (1) year after Subscriber accepts these Terms of Service, McGraw Hill may terminate this Agreement on at least sixty (60) days prior written notice.

#### 11. EFFECT OF TERMINATION OR EXPIRATION.

Subscriber's permission to use the Solution and McGraw Hill Content shall end immediately upon any termination or expiration of this Agreement, and Subscriber shall immediately cease any use of the Solution or McGraw Hill Content upon such termination. The following provisions shall survive any termination or expiration of this Agreement: Section 8 ("Ownership"), Section 9 ("Restrictions on Use"), this Section 11 ("Effect of Termination or Expiration"), Section 12 ("Confidentiality"), Section 13 ("Representations and Warranties; Disclaimer"), Section 14 ("Liability"), 15 ("Indemnification") and Section 16 ("Miscellaneous").

#### 12. CONFIDENTIALITY.

The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). Personally Identifiable Information of End Users is considered Confidential Information of Subscriber. At all times the Receiving Party shall: (i) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (ii) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, (iii) not disclose, distribute, or disseminate the Confidential Information to any third party (except to Representatives, as expressly permitted below), and (iv) only disclose the Disclosing Party's Confidential Information to its Representatives on a "need to know" basis; provided that each Representative is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

#### 13. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with its terms. MCGRAW HILL DOES NOT WARRANT THE COMPLETENESS, ADEQUACY, ACCURACY, OR USEFULNESS OF THE SOLUTION, THE MCGRAW HILL CONTENT OR ANY OTHER MATERIALS PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS"). THE MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. MCGRAW HILL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT IMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MCGRAW HILL MAKES NO WARRANTY THAT (i) THE MATERIALS WILL MEET THE REQUIREMENTS OF SUBSCRIBER, (ii) THE MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY MCGRAW HILL, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. To the extent that McGraw Hill may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

#### 14. LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR TO ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM SUCH PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE MATERIALS OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF SERVICE AND IN NO EVENT SHALL THE LIABILITY OF MCGRAW HILL OR ITS LICENSORS FOR WHATEVER CAUSE EXCEED THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE MATERIALS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent the foregoing exclusion of liability is not permitted under applicable law, McGraw Hill's liability in such case will be limited to the greatest extent permitted by law.

#### 15. INDEMNIFICATION.

McGraw Hill shall indemnify, defend and hold harmless Subscriber from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of any claim by a third party that the technology platform underlying the Solution infringes or misappropriates the intellectual property rights of such third party. To the extent permitted by law, Subscriber shall indemnify, defend and hold harmless McGraw Hill and its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of use of the Solution by Subscriber, except to the extent that such claim is subject to indemnification by McGraw Hill hereunder.

#### **1ISCELLANEOUS.**

The Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto; provided, however, that if Subscriber has entered into a separate written agreement with McGraw Hill regarding the subject matter hereof, that agreement will supersede this Agreement to the extent of any conflict. There are no other oral or written understandings, terms or conditions with respect to the subject matter of the Agreement, and neither party has relied upon any representation, express or implied, not contained in the Agreement. The rights and remedies of the parties are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under the Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. No modification of or amendment to the Agreement will be effective unless in writing signed by authorized representatives of both parties. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent. Subscriber may not assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of McGraw Hill, which consent McGraw Hill may grant or withhold in its sole and absolute discretion. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any purported or attempted assignment or other transfer or delegation in violation of this Section shall be null and void.

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