

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Boone County Schools - 97070

Reference ID: 716845

8330 US Highway 42
Florence, KY 41042-9286
Contact: Bonita Bolin - (859) 283-1003
Email: bonita.bolin@boone.kyschools.us

Quote Summary

School Count: 23

| | |
|---------------------------------------|-------------------------|
| Renaissance Products & Services Total | \$179,509.03 |
| Shipping and Processing | \$0.00 |
| Sales Tax | \$0.00 |
| Grand Total | USD \$179,509.03 |

This quote includes: Renaissance Star CBM Reading, Renaissance Star Early Literacy, Renaissance Star Math, Renaissance Star Reading and Star Phonics.

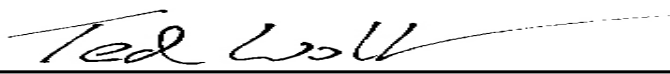
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

| | |
|--|------------------------------|
| Renaissance Learning, Inc. | Boone County Schools - 97070 |
|  | By: |
| Name: Ted Wolf | Name: |
| Title: VP - Corporate Controller | Title: |
| Date: 5/2/2024 | Date: |
| | Invoice Date: |

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Dawn Katte at (714)442-1487, Thank You.

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All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details

Boone County Schools - 97070

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|--|---------------------|----------|------------|---------------|-------------------|
| Professional Services | | | | | |
| Master Class Professional Learning Package (9 Remote Hours, 1 six-hour Onsite Day) | | 1 | \$9,500.00 | \$0.00 | \$9,500.00 |
| Boone County Schools Total | | | | \$0.00 | \$9,500.00 |

Accel Academy - 8286403

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|--|-------------------------|----------|------------|---------------|-------------------|
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 315 | \$5.41 | \$0.00 | \$1,704.15 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 315 | \$5.41 | \$0.00 | \$1,704.15 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Accel Academy Total | | | | \$0.00 | \$4,900.30 |

Ballyshannon Middle School - 6993362

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|--|-------------------------|----------|------------|----------|------------|
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 120 | \$3.07 | \$0.00 | \$368.40 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 120 | \$4.35 | \$0.00 | \$522.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 581 | \$5.41 | \$0.00 | \$3,143.21 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 581 | \$5.41 | \$0.00 | \$3,143.21 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |

| | | |
|---|---------------|-------------------|
| Ballyshannon Middle School Total | \$0.00 | \$7,926.82 |
|---|---------------|-------------------|

Burlington Elementary School - 96702

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|--|-------------------------|----------|------------|---------------|-------------------|
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 183 | \$5.41 | \$0.00 | \$990.03 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 435 | \$5.41 | \$0.00 | \$2,353.35 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 370 | \$5.41 | \$0.00 | \$2,001.70 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Burlington Elementary School Total | | | | \$0.00 | \$6,837.08 |

Camp Ernst Middle School - 2049770

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|--|-------------------------|----------|------------|---------------|-------------------|
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 130 | \$3.07 | \$0.00 | \$399.10 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 130 | \$4.35 | \$0.00 | \$565.50 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 651 | \$5.41 | \$0.00 | \$3,521.91 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 651 | \$5.41 | \$0.00 | \$3,521.91 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Camp Ernst Middle School Total | | | | \$0.00 | \$8,758.42 |

Charles Kelly Elementary School - 96709

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---------------------|---------------------|----------|------------|----------|-------|
|---------------------|---------------------|----------|------------|----------|-------|

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| Applications | | | | | |
|--|-------------------------|-----|----------|---------------|-------------------|
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 100 | \$5.41 | \$0.00 | \$541.00 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 185 | \$5.41 | \$0.00 | \$1,000.85 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 185 | \$5.41 | \$0.00 | \$1,000.85 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Charles Kelly Elementary School Total | | | | \$0.00 | \$4,034.70 |

| Conner Middle School - 97074 | | | | | |
|--|----------------------------|-----------------|-------------------|-----------------|--------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 175 | \$3.07 | \$0.00 | \$537.25 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 175 | \$4.35 | \$0.00 | \$761.25 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 856 | \$5.41 | \$0.00 | \$4,630.96 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 856 | \$5.41 | \$0.00 | \$4,630.96 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Conner Middle School Total | | | | \$0.00 | \$11,310.42 |

| Erpenbeck Elementary School - 754038 | | | | | |
|---|----------------------------|-----------------|-------------------|-----------------|--------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 225 | \$5.41 | \$0.00 | \$1,217.25 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |

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|--|-------------------------|-----|----------|---------------|-------------------|
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 485 | \$5.41 | \$0.00 | \$2,623.85 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 485 | \$5.41 | \$0.00 | \$2,623.85 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Erpenbeck Elementary School Total | | | | \$0.00 | \$7,956.95 |

| Florence Elementary School - 97046 | | | | | |
|--|-------------------------|----------|------------|---------------|-------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 197 | \$5.41 | \$0.00 | \$1,065.77 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 355 | \$5.41 | \$0.00 | \$1,920.55 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 355 | \$5.41 | \$0.00 | \$1,920.55 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Florence Elementary School Total | | | | \$0.00 | \$6,398.87 |

| Goodridge Elementary School - 97081 | | | | | |
|-------------------------------------|-------------------------|----------|------------|----------|------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 205 | \$5.41 | \$0.00 | \$1,109.05 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 435 | \$5.41 | \$0.00 | \$2,353.35 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 435 | \$5.41 | \$0.00 | \$2,353.35 |
| Platform Services | | | | | |

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|--|-------------------------|---|----------|---------------|-------------------|
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Goodridge Elementary School Total | | | | \$0.00 | \$7,307.75 |

| Gray Middle School - 97265 | | | | | |
|--|-------------------------|----------|------------|---------------|--------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 200 | \$3.07 | \$0.00 | \$614.00 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 200 | \$4.35 | \$0.00 | \$870.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 993 | \$5.41 | \$0.00 | \$5,372.13 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 993 | \$5.41 | \$0.00 | \$5,372.13 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Gray Middle School Total | | | | \$0.00 | \$12,978.26 |

| Hillard Collins Elementary School - 97071 | | | | | |
|--|-------------------------|----------|------------|---------------|-------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 160 | \$5.41 | \$0.00 | \$865.60 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 290 | \$5.41 | \$0.00 | \$1,568.90 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 290 | \$5.41 | \$0.00 | \$1,568.90 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Hillard Collins Elementary School Total | | | | \$0.00 | \$5,495.40 |

| Longbranch Elementary School - 2801851 | | | | | |
|--|-------------------------|----------|------------|---------------|--------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 130 | \$3.07 | \$0.00 | \$399.10 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 308 | \$5.41 | \$0.00 | \$1,666.28 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 130 | \$4.35 | \$0.00 | \$565.50 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 645 | \$5.41 | \$0.00 | \$3,489.45 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 645 | \$5.41 | \$0.00 | \$3,489.45 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Longbranch Elementary School Total | | | | \$0.00 | \$10,359.78 |

| Mann Elementary School - 2213484 | | | | | |
|--|-------------------------|----------|------------|---------------|-------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 229 | \$5.41 | \$0.00 | \$1,238.89 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 498 | \$5.41 | \$0.00 | \$2,694.18 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 498 | \$5.41 | \$0.00 | \$2,694.18 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Mann Elementary School Total | | | | \$0.00 | \$8,119.25 |

| New Haven Elementary School - 97271 | | | | | |
|-------------------------------------|---------------------|----------|------------|----------|-------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |

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| Applications | | | | | |
|--|-------------------------|-----|----------|---------------|-------------------|
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 210 | \$5.41 | \$0.00 | \$1,136.10 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 431 | \$5.41 | \$0.00 | \$2,331.71 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 431 | \$5.41 | \$0.00 | \$2,331.71 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| New Haven Elementary School Total | | | | \$0.00 | \$7,291.52 |

| North Pointe Elementary School - 1210791 | | | | | |
|--|----------------------------|-----------------|-------------------|-----------------|-------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 115 | \$5.41 | \$0.00 | \$622.15 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 290 | \$5.41 | \$0.00 | \$1,568.90 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 290 | \$5.41 | \$0.00 | \$1,568.90 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| North Pointe Elementary School Total | | | | \$0.00 | \$5,251.95 |

| Ockerman Elementary School - 97059 | | | | | |
|---|----------------------------|-----------------|-------------------|-----------------|--------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 234 | \$5.41 | \$0.00 | \$1,265.94 |

| | | | | | |
|--|-------------------------|-----|----------|---------------|-------------------|
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 487 | \$5.41 | \$0.00 | \$2,634.67 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 487 | \$5.41 | \$0.00 | \$2,634.67 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Ockerman Elementary School Total | | | | \$0.00 | \$8,027.28 |

| Ockerman Middle School - 97067 | | | | | |
|--|-------------------------|----------|------------|---------------|-------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 130 | \$3.07 | \$0.00 | \$399.10 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 130 | \$4.35 | \$0.00 | \$565.50 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 644 | \$5.41 | \$0.00 | \$3,484.04 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 644 | \$5.41 | \$0.00 | \$3,484.04 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Ockerman Middle School Total | | | | \$0.00 | \$8,682.68 |

| R. A. Jones Middle School - 97056 | | | | | |
|---|-------------------------|----------|------------|----------|------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 135 | \$3.07 | \$0.00 | \$414.45 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 135 | \$4.35 | \$0.00 | \$587.25 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 658 | \$5.41 | \$0.00 | \$3,559.78 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 658 | \$5.41 | \$0.00 | \$3,559.78 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |

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| | | | | | |
|--|--|---|--------|---------------|-------------------|
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| R. A. Jones Middle School Total | | | | \$0.00 | \$8,871.26 |

| RISE Academy - 3396419 | | | | | |
|--|-------------------------|----------|------------|---------------|-------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 160 | \$5.41 | \$0.00 | \$865.60 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 160 | \$5.41 | \$0.00 | \$865.60 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| RISE Academy Total | | | | \$0.00 | \$3,223.20 |

| Steeplechase Elementary - 8086348 | | | | | |
|--|-------------------------|----------|------------|---------------|-------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 170 | \$5.41 | \$0.00 | \$919.70 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 373 | \$5.41 | \$0.00 | \$2,017.93 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 373 | \$5.41 | \$0.00 | \$2,017.93 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Steeplechase Elementary Total | | | | \$0.00 | \$6,447.56 |

Stevens Elementary School - 96695

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| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|--|-------------------------|----------|------------|---------------|-------------------|
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 188 | \$5.41 | \$0.00 | \$1,017.08 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 345 | \$5.41 | \$0.00 | \$1,866.45 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 345 | \$5.41 | \$0.00 | \$1,866.45 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Stephens Elementary School Total | | | | \$0.00 | \$6,241.98 |

Thornwilde Elementary School - 3220109

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|--|-------------------------|----------|------------|---------------|-------------------|
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 216 | \$5.41 | \$0.00 | \$1,168.56 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 426 | \$5.41 | \$0.00 | \$2,304.66 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 426 | \$5.41 | \$0.00 | \$2,304.66 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Thornwilde Elementary School Total | | | | \$0.00 | \$7,269.88 |

Yealey Elementary School - 97045

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|-----------------------------------|-------------------------|----------|------------|----------|----------|
| Applications | | | | | |
| Star Phonics Student Subscription | 07/01/2024 - 06/30/2025 | 100 | \$3.07 | \$0.00 | \$307.00 |

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Quote
3127218

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| | | | | | |
|--|-------------------------|-----|----------|---------------|-------------------|
| Star Early Literacy Subscription | 07/01/2024 - 06/30/2025 | 188 | \$5.41 | \$0.00 | \$1,017.08 |
| Star CBM Reading Subscription | 07/01/2024 - 06/30/2025 | 100 | \$4.35 | \$0.00 | \$435.00 |
| Star Math Subscription | 07/01/2024 - 06/30/2025 | 352 | \$5.41 | \$0.00 | \$1,904.32 |
| Star Reading Subscription | 07/01/2024 - 06/30/2025 | 352 | \$5.41 | \$0.00 | \$1,904.32 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 07/01/2024 - 06/30/2025 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Yealey Elementary School Total | | | | \$0.00 | \$6,317.72 |

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Boone County Schools - 97070

Reference ID: 716845

8330 US Highway 42
Florence, KY 41042-9286
Contact: Bonita Bolin - (859) 283-1003
Email: bonita.bolin@boone.kyschools.us

Quote Summary

School Count: 9

| | |
|---------------------------------------|------------------------|
| Renaissance Products & Services Total | \$33,702.50 |
| Applied Discounts | \$(2,677.50) |
| Shipping and Processing | \$0.00 |
| Sales Tax | \$0.00 |
| Grand Total | USD \$31,025.00 |

This quote includes: Renaissance Accelerated Reader.

To receive applicable discounts, all orders included on this quote must be received at the same time.

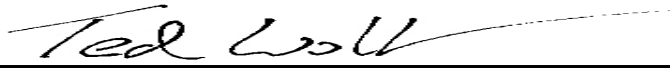
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- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

| | |
|--|------------------------------|
| Renaissance Learning, Inc. | Boone County Schools - 97070 |
|  | By: |
| Name: Ted Wolf | Name: |
| Title: VP - Corporate Controller | Title: |
| Date: 5/1/2024 | Date: |
| | Invoice Date: |

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Dawn Katte at (714)442-1487, Thank You.

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United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details

Burlington Elementary School - 96702

| Products & Services | Subscription Period | Quantity | Unit Price | Total |
|--|-------------------------|----------|--------------------------|-----------------------|
| Applications | | | | |
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 150 | \$7.93 | \$1,189.50 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| Burlington Elementary School Subtotal | | | | \$1,189.50 |
| | | | Applied Discounts | \$(94.50) |
| Burlington Elementary School Total | | | | USD \$1,095.00 |

Hillard Collins Elementary School - 97071

| Products & Services | Subscription Period | Quantity | Unit Price | Total |
|--|-------------------------|----------|--------------------------|-----------------------|
| Applications | | | | |
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 450 | \$7.93 | \$3,568.50 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| Hillard Collins Elementary School Subtotal | | | | \$3,568.50 |
| | | | Applied Discounts | \$(283.50) |
| Hillard Collins Elementary School Total | | | | USD \$3,285.00 |

Longbranch Elementary School - 2801851

| Products & Services | Subscription Period | Quantity | Unit Price | Total |
|--|-------------------------|----------|--------------------------|-----------------------|
| Applications | | | | |
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 805 | \$7.93 | \$6,383.65 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| Longbranch Elementary School Subtotal | | | | \$6,383.65 |
| | | | Applied Discounts | \$(507.15) |
| Longbranch Elementary School Total | | | | USD \$5,876.50 |

Mann Elementary School - 2213484

| Products & Services | Subscription Period | Quantity | Unit Price | Total |
|---------------------|---------------------|----------|------------|-------|
| Applications | | | | |

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| | | | | |
|--|-------------------------|-----|--------|-----------------------|
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 650 | \$7.93 | \$5,154.50 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| Mann Elementary School Subtotal | | | | \$5,154.50 |
| Applied Discounts | | | | \$(409.50) |
| Mann Elementary School Total | | | | USD \$4,745.00 |

| North Pointe Elementary School - 1210791 | | | | |
|--|-------------------------|----------|------------|-----------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Total |
| Applications | | | | |
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 425 | \$7.93 | \$3,370.25 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| North Pointe Elementary School Subtotal | | | | \$3,370.25 |
| Applied Discounts | | | | \$(267.75) |
| North Pointe Elementary School Total | | | | USD \$3,102.50 |

| Ockerman Elementary School - 97059 | | | | |
|--|-------------------------|----------|------------|-----------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Total |
| Applications | | | | |
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 550 | \$7.93 | \$4,361.50 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| Ockerman Elementary School Subtotal | | | | \$4,361.50 |
| Applied Discounts | | | | \$(346.50) |
| Ockerman Elementary School Total | | | | USD \$4,015.00 |

| Steeplechase Elementary - 8086348 | | | | |
|--|-------------------------|----------|------------|-------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Total |
| Applications | | | | |
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 400 | \$7.93 | \$3,172.00 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| Steeplechase Elementary Subtotal | | | | \$3,172.00 |
| Applied Discounts | | | | \$(252.00) |

| | |
|--------------------------------------|-----------------------|
| Steeplechase Elementary Total | USD \$2,920.00 |
|--------------------------------------|-----------------------|

| Thornwilde Elementary School - 3220109 | | | | |
|--|-------------------------|----------|------------|-----------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Total |
| Applications | | | | |
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 280 | \$7.93 | \$2,220.40 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| Thornwilde Elementary School Subtotal | | | | \$2,220.40 |
| Applied Discounts | | | | \$(176.40) |
| Thornwilde Elementary School Total | | | | USD \$2,044.00 |

| Yealey Elementary School - 97045 | | | | |
|--|-------------------------|----------|------------|-----------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Total |
| Applications | | | | |
| Accelerated Reader Subscription | 07/01/2024 - 06/30/2025 | 540 | \$7.93 | \$4,282.20 |
| Professional Services | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 |
| Yealey Elementary School Subtotal | | | | \$4,282.20 |
| Applied Discounts | | | | \$(340.20) |
| Yealey Elementary School Total | | | | USD \$3,942.00 |

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Hillard Collins Elementary School - 97071

Reference ID: 722876

9000 Spruce Dr
Florence, KY 41042-2700
Contact: Bonita Bolin - (859) 283-1003
Email: bonita.bolin@boone.kyschools.us

Quote Summary

School Count: 1

| | |
|---------------------------------------|-----------------------|
| Renaissance Products & Services Total | \$3,244.00 |
| Shipping and Processing | \$0.00 |
| Sales Tax | \$0.00 |
| Grand Total | USD \$3,244.00 |

This quote includes: myON.

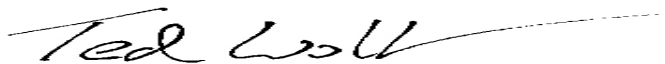
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, [please sign and return this Quote.](#)

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

| | |
|--|---|
| Renaissance Learning, Inc. | Hillard Collins Elementary School - 97071 |
|  | By: |
| Name: Ted Wolf | Name: |
| Title: VP - Corporate Controller | Title: |
| Date: 4/22/2024 | Date: |
| | Invoice Date: |

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Dawn Katte at (714)442-1487, Thank You.

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Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

| Quote Details | | | | | |
|--|-------------------------|----------|------------|---------------|-------------------|
| Hillard Collins Elementary School - 97071 | | | | | |
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| myON Student Subscription | 08/01/2024 - 07/31/2025 | 200 | \$16.22 | \$0.00 | \$3,244.00 |
| Professional Services | | | | | |
| Foundations Professional Learning Package (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Hillard Collins Elementary School Total | | | | \$0.00 | \$3,244.00 |

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Renaissance Learning, Inc.

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 - a. **License.** Subject to the terms and conditions set forth in these Terms of Service, Renaissance grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term solely to access and use the Products for educational assessment and practice functions. No other license, express or implied, is granted by these Terms of Service.
 - b. **Access and Use Limitations.**
 - i. **Access and Use.** Customer may access and use the Products during the period beginning on the first day of the Subscription Period and ending upon the earlier of expiration of the Subscription Period or termination of the Agreement. Access may be restricted during Renaissance's maintenance and updating of the Products.
 - ii. **Quantity.** The Quote sets forth a quantity for each identified Product or Service. Customer may not exceed the quantities stated in the Quote without further written agreement by the parties.
 - iii. **Access and Use Restrictions.** Customer shall not access or use the Products for any purpose beyond the limited license granted in these Terms of Service. Without limiting the foregoing, Customer shall not: (A) copy, modify, or create derivative works of the Products, in whole or in part; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Products; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Products, in whole or in part; (D) remove any proprietary notices from the Products; (E) allow anyone other than Customer or its Authorized Users to access or use the Products; (F) use the Products in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any Person, or that violates any applicable law; (G) access or use the Products for any purpose not authorized under these Terms of Service; (H) share, transfer or sell Valid Login Information to anyone other than Authorized Users, and shall be responsible for any access to, or use of, the Products resulting from Customer's failure to safeguard Valid Login Information; or (I) allow multiple Persons to access or use the Products in a manner intended to avoid incurring fees. Customer agrees to promptly notify Renaissance of any actual or suspected unauthorized access to or use of the Products, after which Renaissance may then implement a Service Suspension.
 - iv. **Authorized Users.** Customer may permit its Authorized Users to access and use the Products in the same manner and for the same purposes as Customer, as set forth in these Terms of Service. Customer shall be responsible and liable for all access to and use of the Products by any Authorized User and any other access to the Products permitted or enabled by Customer or an Authorized User.
 - v. **Suspension.** Notwithstanding anything to the contrary in these Terms of Service, Renaissance may suspend access and use for any portion or all of the Products by a Customer or Authorized User if Renaissance determines in good faith that: (A) Customer or an Authorized User's access to or use of the Products and systems disrupts or poses a risk to the security or integrity of any of Renaissance's Products or systems, or any of its customers or vendors; (B) Customer or an Authorized User are accessing or using the Products or systems for fraudulent or illegal activities; (C) any vendor or supplier of Renaissance has suspended or terminated Renaissance's access to or use of any third-party product or service necessary to the Products; or (D) Customer has not timely paid any Fees (any such suspension described in subclause (A), (B), (C), or (D) a "Service Suspension"). Renaissance shall use reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Products following any Service Suspension, which shall be in Renaissance's sole discretion. Renaissance shall use reasonable efforts to resume providing access to the Products as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Renaissance will have no liability for any damages, liabilities, losses, or any other consequences of a Service Suspension.
 - vi. **Customer Hardware, Other Software and Services.** Renaissance does not bear any responsibility or liability for any Third-Party Services and does not guarantee that any Third-Party Services will operate correctly or that they are compatible or interoperable with the Products.
3. **Services.** Renaissance shall provide the Services identified in the Quote and any Statement of Work agreed to by the parties in writing. All Services identified in the Quote or any applicable Statement of Work shall be governed by these Terms of Service, including, without limitation, Exhibit B.

4. **Payment Obligations.**

- a. **Fees.** Customer shall pay Renaissance all amounts listed in the Quote ("Fees") within 30 days of invoice. Customer may not withhold or setoff any amounts due under the Agreement. Renaissance may charge interest from the time payment was due until the time paid at the higher rate of (A) 1% per month compounded monthly, or (B) the highest rate allowed by law in Customer's state. Customer agrees that any of Renaissance's Affiliates may issue invoices for amounts owed under the Agreement. Amounts paid for Products and Services are not refundable, regardless of the extent they are utilized.
- b. **FastBridge True-up.** FastBridge subscriptions are based on per student, per school year fees. The initial fee to activate a subscription is based on the estimate by Customer of the number of unique students that will have score data entered. Renaissance will run reconciliation reports in or about May of each Subscription Period and invoice Customer for the actual number of unique students in excess of the estimate reflected in the Quote.

5. **Term; Termination; Effect of Termination.**

- a. **Term.** The term of the Agreement starts on the earlier of (i) the date that the Customer signs the Quote or (ii) the first date of the Subscription Period and continues until the end of the last Subscription Period listed in the Quote (the "Term"), except as set forth in a further written agreement of the parties.
- b. **Termination.**
 - i. Either party may terminate the Agreement upon written notice if the other party does not cure a material breach within 30 days of written notice of the breach from the other party describing the breach and stating the intent to terminate.
 - ii. Renaissance may terminate Customer's access to the Products and the Agreement if Customer fails to pay any amount due within 10 business days of written late notice from Renaissance.
- c. **Effect of Expiration or Termination.** Upon expiration or termination of the Agreement:
 - i. all rights and licenses to use and access the Products granted to Customer under the Agreement immediately terminate, and Customer shall cease all access to, and use of, the Products provided to Customer under the Agreement, except that (A) Customer may continue to access the Products for the limited purpose of retrieving Customer Data, during the period set forth in the Data Protection Addendum, and (B) Customer and Authorized Users may continue to access and use the free version of any Premium Hybrid Products that Customer had purchased, provided that these Terms of Service shall govern Customer's continuing access and use of the free version of any Premium Hybrid Products;
 - ii. Customer shall return or destroy, at Renaissance's sole discretion, all Confidential Information of Renaissance. Customer shall also be responsible for retrieving Customer Data from the Products, as described in the Data Protection Addendum.
 - iii. each party shall cease the use of the other party's Intellectual Property Rights; and
 - iv. Customer shall pay Renaissance all amounts due under the Agreement upon the earlier of their due dates or 30 days after the effective date of termination.
- d. **Survival.** Notwithstanding anything to the contrary in the Agreement, all accrued payment obligations under the Agreement, any remedies for breach of the Agreement, Sections 5(c), and 6-11, and any provisions that are required by law to survive, shall survive expiration or termination of the Agreement. Further, the Data Protection Addendum and the applicable provisions of these Terms of Service shall survive expiration or termination of the Agreement to the extent that the Data Protection Addendum provides Customer limited access to the Products for the purpose of retrieving Customer Data.

6. **Intellectual Property.** Notwithstanding the limited license granted under these Terms of Service,

- a. **No Transfer of Rights.** As between Renaissance and Customer, Renaissance owns all Intellectual Property Rights in or embodied by the Products. Except for the license set forth in Section 2 above, neither Customer nor its Authorized Users will obtain, pursuant to or by virtue of these Terms of Service or their use or access to the Products or the Services, any Intellectual Property Rights in the Products or the Services.
- b. **Customer License to Renaissance.** Customer grants to Renaissance and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into the Products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the operation of the Products.

7. **Confidentiality.** Recipient may use Confidential Information provided to it by or on behalf of the other party (the "Disclosed Information") only as necessary to perform its obligations or exercise its rights pursuant to this Agreement. Recipient may not disclose the Disclosed Information to any other person or entity except its Affiliate, employee, director, shareholder, member, agent or contractor (each a "Recipient Representative") for purposes of performing Recipient's obligations or exercising Recipient's rights under this Agreement, shall require that each of its Recipient Representatives comply with all obligations of Recipient under this Section 7, and will be liable for any breach of this Section 7 by its Recipient Representative. Recipient shall treat the Disclosed Information with the same level of care that it holds its own Confidential Information. In addition to disclosure to Recipient Representatives as set forth above, Recipient may disclose Disclosed Information to the extent compelled by law, provided Recipient gives the other party prompt prior written notice of the compelled disclosure to the extent legally permitted to permit the other party to seek a protective order, and if disclosed to a government agency seek confidentiality protection if available under applicable laws and regulations. Recipient acquires no licenses or other rights to the Disclosed Information except as otherwise set forth in the

Agreement. Notwithstanding anything to the contrary above, Customer PII is governed by the Data Protection Addendum and not this Section 7.

8. **Data.**

- a. Customer PII. Renaissance shall comply with its privacy and security obligations for Customer PII as set forth in the Data Protection Addendum.
- b. Data Ownership and License. As between Renaissance and Customer, Customer owns the Customer Data. Customer grants Renaissance a non-exclusive, royalty-free, worldwide license to use the Customer Data throughout the Term to perform under the Agreement and as further described in the Data Protection Addendum. As between Renaissance and Customer, Renaissance owns the Renaissance Data. Renaissance Data is not subject to the use or disclosure restrictions of this Agreement that apply to Customer Data.
- c. Prohibited Data. Customer acknowledges and agrees that the Products are intended for academic, educational and assessment purposes. Customer shall not provide to Renaissance any non-academic or non-educational related data such as social security numbers, protected health information, driver's license information, passport or visa numbers, credit card or other financial account numbers, and Renaissance has no obligation to monitor for entry of such data.

9. **Indemnification.**

- a. Renaissance Indemnification. Renaissance shall defend and indemnify Customer and its directors, officers, shareholders, members, employees, agents and representatives against any third-party Claim (including reasonable attorneys' fees) alleging that Customer's use of the Products or Services infringes Intellectual Property Rights, except that Renaissance is not responsible for any third-party Claim arising from: (i) modification of Products or Services by, or directed by, Customer, an Authorized User, or a Person who gained access to the Products or Services through the act or omission of Customer or an Authorized User; (ii) any Third-Party Service; or (iii) Customer's use of the Products or Services in violation of or for purposes not contemplated by the Agreement. If Renaissance has reason to believe that any of its Products or Services may infringe a third party's Intellectual Property Rights, Renaissance may, at its sole expense and option: (i) negotiate a license for Customer's continued access to and use of the Products or Services; (ii) replace or modify the Products or Services with non-infringing Products; or (iii) terminate Customer's access to the Products or Services. The indemnity provided in this section shall be Customer's sole and exclusive remedy regarding third-party Claims arising from infringement of Intellectual Property Rights.
- b. Customer Indemnification. Customer shall defend and indemnify Renaissance, its Affiliates, and the directors, officers, shareholders, members employees, agents and representatives of each of the foregoing, against all Claims (including reasonable attorneys' fees) brought against or incurred by Renaissance: (i) alleging that the combination of a Third-Party Service or configuration provided by Customer when used with the Products, infringes or misappropriates a third party's Intellectual Property Rights, or arising from (ii) Customer's use of the Products in an unlawful manner or in violation of the Agreement, (iii) Customer's use of a Third-Party Service (iv) any breach of Customer's obligations under the Agreement; or (v) the negligence or intentional misconduct of Customer or its Authorized Users, employees contractors, agents or representatives.
- c. Indemnification Procedure. As a condition of the defense and indemnification obligations under Section 9.a or 9.b (as applicable), each party agrees to: (i) promptly notify the other in writing of any third-party Claim for which a party seeks defense or indemnification under these Terms of Service; (ii) provide the defending or indemnifying party sole control of the defense of the Claim; (iii) cooperate at the defending or indemnifying party's expense with reasonable requests in support of the defense Claim; and (iv) refrain from agreeing to or acknowledging liability for the Claim.

10. **Warranties and Liabilities.**

- a. WARRANTIES. RENAISSANCE PROVIDES THE PRODUCTS AND SERVICES "AS IS". RENAISSANCE MAKES NO WARRANTY OR OTHER PROMISE THAT THE PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT POSSIBLE DEFECTS WILL BE CORRECTED. RENAISSANCE SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GUARANTEED OUTCOME, RESULT OR SUCCESS, OR NON-INFRINGEMENT OR TITLE, OR ANY WARRANTY OR PROMISE ARISING FROM COURSE OF DEALING, USAGE OR PERFORMANCE.
- b. CONSEQUENTIAL, SPECIAL AND SIMILAR DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY EXCEPT AS TO DAMAGES INDEMNIFIED UNDER SECTION 9, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- c. OTHER LIMITS. RENAISSANCE'S LIABILITY UNDER THESE TERMS OF SERVICE: (I) WILL BE LIMITED TO DIRECT DAMAGES, AND DOES NOT INCLUDE ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES; AND (II) WILL NOT EXCEED THE LESSER OF (A) THE FEES, OR (B) \$100,000 AND (C) WITH RESPECT TO SERVICES OR DELIVERABLES, WILL

BE LIMITED TO CORRECTION OF SUCH SERVICES OR DELIVERABLES. IF CORRECTION IS IMPRACTICAL, RENAISSANCE WILL REFUND THE FEES RELATED TO NON-CORRECTABLE SERVICES OR DELIVERABLES ON A *PRO RATA* BASIS.

11. **Miscellaneous.**

- a. **Compliance with Applicable Laws.** Renaissance shall comply with the laws governing it as a provider of the Products and Services. Customer shall comply with the laws governing it as an educational organization or entity or its usage of the Products and Services.
- b. **Entire Agreement.** The Agreement, notwithstanding anything to the contrary in any purchase order, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or communications, whether written or oral. Any amendments or other changes to the Agreement must be made in writing and signed by both parties.
- c. **Severability.** If a provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth in these Terms of Service. Both parties agree to substitute a valid provision most closely approximating the intent of the severed provision.
- d. **Waiver.** No waiver by a party of a right or obligation under the Agreement is binding unless it is stated in writing to the other party. Failure of a party to enforce a breach of an obligation of another party under the Agreement does not limit that party's right to enforce a subsequent or different breach of that obligation.
- e. **Dispute Resolution.** Before prosecuting a Claim, the party asserting the Claim must provide the other party written notice of the Claim and not file a Claim until 60 days after that notice is delivered. During those 60 days, the parties each shall make a good faith effort to resolve the dispute. This sub-Section does not apply to or limit either party's right to seek equitable relief, or Renaissance's right to suspend or terminate Customer's access to or use of the Products under these Terms of Service.
- f. **Limitation of Action.** Any Claim by Customer must be brought within two years after the cause of action arose or such shorter period of time as required by applicable law.
- g. **Governing Law.** For United States-based Customers, the Agreement and all disputes or Claims arising under them are governed and shall be decided under the laws of the state, commonwealth or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's or territory's choice of law rules. For Customers based outside of the United States, all disputes or Claims arising under the Agreement shall be governed and decided under the laws of the State of Wisconsin.
- h. **Notices.** Notices under the Agreement shall be in writing and shall be deemed effective when delivered to the addresses set forth in the Quote (i) in-person, (ii) via the USPS, certified or registered mail, (iii) via reputable courier, addressed to the addresses set forth in the Quote, or (iv) via e-mail, in the case of notice to Renaissance at legal@renaissance.com, and in the case of notice to Customer, to Renaissance's address of record for Customer.
- i. **Assignment.** The Agreement may be assigned only with the prior written consent of the other party which shall not be unreasonably withheld or delayed, except that Renaissance reserves the right to assign the Agreement without restriction to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its or an Affiliate's assets. Upon valid transfer, the Agreement inures to the benefit of, and binds, the successors and assigns of the parties. Any assignment in violation of this Section 11(i) is invalid.
- j. **Relationship of the Parties.** The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation or make any representation or warranty on behalf of the other party. There are no third-party beneficiaries to the Agreement.
- k. **Anti-Corruption.** Customer represents that it has not received or been offered any bribe, kickback or payment, or any gift or thing of value from Renaissance or its employees or agents that violates any law or policy applicable to Customer. Both parties agree to comply with all anti-corruption laws applicable to it.
- l. **Duplicates.** The Agreement may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of the Agreement shall be treated as an original for all purposes.
- m. **Compliance with Export and Sanction Laws and Regulations.** The Products and Services may be subject to export laws and regulations of the United States and other jurisdictions. Renaissance and Customer each represent that it is not on any U.S. government denied-party list. Customer shall not permit Authorized User access to any Products or Services in violation of any U.S. export or sanction law or regulation.
- n. **Representations.** Each party represents and warrants that it is duly authorized to enter into the Agreement.
- o. **Equitable Rights.** Each party acknowledges that a breach or threatened breach of Section 6 (Intellectual Property) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy.
- p. **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including, without limitation, acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Renaissance); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii)

uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) will; not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of 90 calendar days, either party may elect to terminate the Agreement upon notice to the other party.

EXHIBIT A

Definitions

"Affiliate" of an entity means any entity controlling, controlled by or under common control with that entity. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity through the ownership of voting securities or other equity.

"Agreement" means these Terms of Service together with any Quote or Statement of Work agreed to by the parties to which these Terms of Service are attached or into which these Terms of Service are incorporated by reference, together with any amendments, modifications, or renewals of such Quote or Statement of Work agreed by the parties in writing.

"Authorized User" means Customer's faculty, staff, administrators, teachers, and students accounted for in the Quote and, if applicable, the parents or legal guardians of those students, in each case who are authorized by Customer to access and use the Products under the strictly limited rights granted to Customer pursuant to the Agreement.

"Claim" means any lawsuit, administrative proceeding, arbitration, or other legal claim for relief.

"Confidential Information" means all technical and non-technical information, including without limitation patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, software programs and software source documents related to the current, future and proposed products and services of each of the parties, and includes without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, business forecasts and marketing plans and information. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the disclosing party, or (iv) was independently developed by the receiving party.

"Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products, as well as all related Intellectual Property Rights. For the avoidance of doubt, Content includes all original expressions in any media, as well as any derivations of such original expressions.

"Customer" means the school, school district, educational institution or other organization that signed the Quote.

"Customer Data" means: (i) data provided by the Customer in connection with the Products; and (ii) data generated by Authorized Users' use of the Products that is associated with an individual person. The categories of data collected by Products are described in the Categories of Data Collected by Product available at For the avoidance of doubt, Customer Data does not include Deidentified Data or system performance, transactional, or other similar statistics or analytics.

"Data Protection Addendum" means Exhibit D to these Terms of Service and applies to PII based on the location of the applicable individual as set forth in the Data Protection Addendum. Renaissance reserves the right to update Exhibit D in its sole discretion.

"Deidentified Data" means Customer Data that has had any PII removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual.

"Deliverables" means any work product or materials to be developed or delivered by Renaissance in connection with the Products or Services, as well as all related Intellectual Property Rights.

"Intellectual Property Rights" means patents, patent rights, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations of patents; registered and unregistered trademarks and service marks, trademark and service mark rights, trade names, and domain names; registered and unregistered copyrights; trade secrets and inventions, whether patentable or unpatentable; all other intellectual, industrial, or proprietary rights as now existing or that come into existence; and pending applications for and registrations of any of the foregoing; whether arising under the laws of the United States or laws of any other state, country, or jurisdiction in the world.

"Person" means a person, entity or organization.

"Personally Identifiable Information or PII" is defined in the Data Protection Addendum.

"Premium Hybrid Products" means the paid and free versions of the educational online software products (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) listed on Exhibit C, access to which is being provided to Customer under the Agreement. Renaissance reserves the right to update Exhibit C in its sole discretion.

"Products" means the Premium Hybrid Products and other educational online software products identified in the Quote (including, without limitation, all related Intellectual Property Rights, Deliverables and Content) distributed by Renaissance or one of its Affiliates.

"Quote" means that certain document identified as a sales quote, provided by Renaissance to Customer and accepted by Customer, setting forth certain Products or Services being obtained by Customer from Renaissance for a specified Subscription Period, as well as such other business terms to which the parties agree to be bound, and which expressly incorporates these Terms of Services.

"Recipient" means a party or its Affiliate that receives Confidential Information of the other party.

"Renaissance" means Renaissance Learning, Inc., a Wisconsin corporation.

"Renaissance Data" means the Deidentified Data and the performance, system and operational data created by Renaissance.

"Services" means those professional services identified in the Quote and any other professional, technical or support services that Renaissance provides to Customer as set forth in a Quote or Statement of Work.

"Service Suspension" means the term as described in Section 2(b)(v).

"Subscription Period" means the time during which Customer's Authorized User are authorized under the Agreement to access the Products. The Subscription Period starts and ends on the dates proscribed in the Quote, unless the Agreement is terminated early by either party; then, the Subscription Period ends on the date of termination.

"Term" means the term as described in Section 5(a).

"Terms of Service" means this Terms of Service and License document and all of the exhibits to it, each of which is incorporated and made part of the Terms of Service.

"Third-Party Services" means hardware, software, content, data or services not provided by Renaissance.

"Valid Login Information" means usernames and passwords or other credentials that Customers or Authorized Users use to access the Products.

EXHIBIT B

Additional Terms and Conditions - Services

Customer agrees to the following for any Services ("Training") made available to it either remotely or on-site:

- a. To provide facilities that are conducive to adult learning, including, without limitation, a computer, broadband Internet connection and two-way sound for each of Customer's participants.
- b. To participate in a pre-planning meeting with Renaissance (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing Renaissance to tailor the Training content to the specific needs of the participants. Renaissance will focus the Training on learning outcomes agreed to during the pre-planning meeting. Renaissance will also strive to adapt the Training to meet needs raised at the Training.
- c. To absorb actual out-of-pocket travel expenses incurred due to Customer's last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to \$750.
- d. To use any Services within the Subscription Period. Otherwise, Customer risks losing those services, in Renaissance's discretion.
- e. To Renaissance's using third parties to assist with the Services (Renaissance will be responsible for ensuring their integrity and compliance with the Agreement, as well as their compensation and expenses).
- f. To refrain, without Renaissance's written consent, from recording the Training and from copying or sharing any materials or Content.

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and **Renaissance Learning, Inc.** (“Vendor”), and is intended to amend, modify, and supplement the Renaissance Terms of Service and License Agreement (hereinafter, the “Agreement”).

WHEREAS, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties’ Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Definitions for Addendum. For the purpose of this Addendum, the following definitions shall apply:

- 1.1 “Confidential Student Information” shall mean all information, with the exception of De-identified Data, defined below, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties’ Agreement. De-identified Data is data that has had any PII removed to such a degree that there is no reasonable basis to believe that the remaining data can be used to identify an individual. Vendor may use De-identified Data for research purposes, product enhancements, and any other lawful purpose.
- 1.2 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement.

- 1.3 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.
- 1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

Section 2. Student Privacy Acknowledgements. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

Section 3. Vendor’s Obligations. Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor’s interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the student’s parent/guardian.

Section 4. Ownership of Data. As between District and Vendor, the District retains ownership of all data provided to Vendor pursuant to the Parties’ Agreement, with the

exception of De-Identified Data, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 5. Data Transmission. The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology (“NIST”) Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards (“FIPS”) 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify District and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

Section 6. Security of Data at Rest. Vendor acknowledges that it is responsible for implementing robust measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any data onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within a United States based hosting region. In the event of any security incidents or breaches affecting data at rest, the Vendor agrees to promptly notify the Client and take necessary remedial actions to mitigate the impact.

Section 7. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District’s logo or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student’s parent/guardian. Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

Section 8. Security Breach Remediation and Notice. Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a security breach as defined by KRS 61.931, Vendor shall notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a security breach relating to the personal information in the possession of Vendor. The notice to the District shall include all information the nonaffiliated third party has with regard to the security breach at the time of notification. In the event of a security breach relating to the personal information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933. In the event of a confirmed breach, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all provisions of KRS 61.931–.934 pertaining to the prevention of, investigation of, response to, and remediation of any and all such security breaches.

Section 9. Cloud Computing Service Providers. If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as “any person other than an educational institution that operates a cloud computing service”), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission; (b) Vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 10. Advertising Limitations. Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement.

Section 11. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 12. Law Enforcement or Court-Mandated Disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

Section 13. Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration, or other conclusion of the Parties' Agreement, Vendor shall destroy all District Data in the possession of Vendor, its subcontractors, or agents to the District, unless otherwise directed by the District in writing that such Client Data alternatively be destroyed. Vendor shall complete such destruction within thirty (30) calendar days of the termination of this Agreement and shall, upon request, certify compliance with this Section, in writing, to the District within ten (10) calendar days of such request.

Section 14. Insurance. Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

Section 15. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 16. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this

Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 17. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT


By: _____

Date: _____

Printed Name: _____

Title/Position: _____

RENAISSANCE LEARNING, INC

By:  _____

Date: 3-1-2024

Printed Name: Scott Johnson

Title/Position: Director, Security Ops & Compliance