



Issue Paper

DATE:

May 16, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve a sales contract (renewal) between Carnegie Learning and Dixie Heights High School for the 2024-2025 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Our German classes currently use the Level 1, 2 and 3 German Bookshelf license for access to the Deutsch Aktuell eAnnotated Teacher's edition and all of the corresponding audio and video files.

FISCAL/BUDGETARY IMPACT:

\$304.71 will be paid using SBDM Instructional funds

RECOMMENDATION:

Approval a sales contract (renewal) between Carnegie Learning and Dixie Heights High School for the 2024-2025 school year.

CONTACT PERSON:

Roger Stainforth/Teresa Catchen


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



4 Smithfield St, 8th Floor
Pittsburgh, PA 15222
(888) 851-7094
Send Payment to: PO Box 646003, Pittsburgh, PA 15264

QUOTE NO: Q-49662

DATE: 4/10/2024
EXPIRES ON: 8/30/2024

CONTACT INFORMATION

Dixie Heights High School
3010 Dixie Hwy.
Edgewood, KY, 41017

James Thaxton
Teacher
james.thaxton@kenton.kyschools.us

Ben Stavros
Account Executive
bstavros@carnegielearning.com

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
Deutsch Aktuell 7e - Bookshelf eAnnotated Teacher's Edition Level 1	eAnnotated Teacher's Edition with links to all the resources corresponding to each level, including any audio and/or video files	1 Yrs	1	USD 101.57
Deutsch Aktuell 7e - Bookshelf eAnnotated Teacher's Edition Level 2	eAnnotated Teacher's Edition with links to all the resources corresponding to each level, including any audio and/or video files	1 Yrs	1	USD 101.57
Deutsch Aktuell 7e - Bookshelf eAnnotated Teacher's Edition Level 3	eAnnotated Teacher's Edition with links to all the resources corresponding to each level, including any audio and/or video files	1 Yrs	1	USD 101.57

SUBTOTAL:	USD 304.71
SHIPPING AND HANDLING:	USD 0.00
STATE SALES TAX:	USD 0.00
TOTAL:	USD 304.71

TERMS AND CONDITIONS

- The attached quotation is confidential and proprietary information not to be distributed or shared by the Customer.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: <http://www.carnegielearning.com/terms-of-use>
Notwithstanding the foregoing, these Terms of Service will be governed solely by the internal laws of the Commonwealth of Kentucky, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and commonwealth courts of Kenton County, Kentucky within the city of Covington, Kentucky.
- Prices are subject to change without notice.
- Quote is valid for 30 days.
- Quoted sales tax is an estimate. Sales Tax is subject to change based on shipping locations and rates at the time of order processing.
- Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640.
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
 - Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
 - Media received in a damaged condition that would render it unsuitable for use.
 - Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
- Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available.
- Multi-year licenses run consecutively from license activation date.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at <http://www.carnegielearning.com/support>). Prices do not include hardware.
- All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
- An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.

All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.

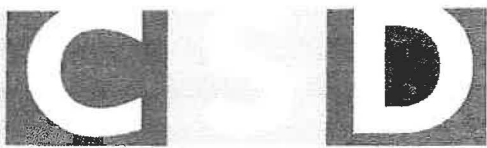
412.690.2444

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ACCOUNT Executive

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THE KENTON COUNTY BOARD OF EDUCATION

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WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

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VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the 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 purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Carnegie Learning

Vendor Name

4 Smithfield St., Pittsburgh, PA 15219

Vendor Address

(312) 330-6704

Vendor Telephone

placasse@carnegielearning.com

Vendor Email Address

Peter LaCasse

Signature by Vendor's Authorized Representative

Peter LaCasse

Print Name

5/20/2024

Date

Terms of Use

Updated and Effective Date: These Terms of Use are updated and effective as of October 31, 2022

These Terms of Use ("Terms") apply to any websites, software, applications, or online services owned and operated by Carnegie Learning, Inc. ("Carnegie Learning" or "we" or "us") that post a link to or include these Terms of Use (collectively, our "Sites"). We appreciate your interest in our Sites.

Important! Please carefully read these Terms before using the Sites, as they may affect your legal rights and obligations. You affirm that you have the capacity and authority to agree to these Terms.

Where permitted by applicable law, note that the "ARBITRATION AGREEMENT" section below contains provisions that require, with limited exceptions, all disputes arising out of or relating to your use of the Sites to be resolved in binding arbitration, and not in court, and that you and Carnegie Learning, Inc. waive the right to bring or participate in a class action in connection with such disputes. Please read the ARBITRATION AGREEMENT carefully. By using the Sites or accepting these Terms, you hereby agree to be bound by the ARBITRATION AGREEMENT.

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1. These Terms apply to all use of our Sites

comply with these terms. If you do not agree to these terms, you may not access or use our Sites.

When using particular services or features of the Sites, in addition to these Terms, a separate guidelines document, payment terms or end user license agreement may apply to your use of that feature or service ("**Additional Terms**"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

You agree that you will be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Sites. You also agree to comply with all rules, laws and regulations that are applicable to your use of the Sites, including, without limitation, those governing your transmission or use of any software or data.

To the maximum extent allowed by applicable law, we reserve the right, at our sole discretion, to update, change, or replace any part of these Terms in the future by posting changes to our website without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by posting them on the Sites so that they are accessible via a link on the homepage or otherwise. We encourage you periodically to review the Terms posted on our Sites. If you do not agree to changes in the Terms of Use as they may occur, please discontinue your use of our Sites. Your continued use of or access to the Sites following the posting of the Updated Terms (or engaging in such other conduct as we may reasonably specify) will signify your agreement to the Updated Terms. Therefore, you should review these Terms before using the Sites. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Sites from that point forward.

If you do not agree to changes in the Terms, you may not access or use our Sites or any services.

2. We treat your personal information in accordance with our Privacy Policy.

Information we collect is subject to our Privacy Policy, which applies to our Sites. Our Privacy Policy is considered a part of these Terms. To view our Privacy Policy, [click here](#).

3. Additional terms apply if you register for or use an account on our Sites.

Portions of our Sites offer you the option of registering as a member and require you to provide information to participate. This Section 4 states additional terms that apply to such accounts.

Users who register for the Sites are required to provide us with true, accurate, current, and complete information, which may include your name, email address, job title, phone number, school, school district, and password. If you submit personal information to register for an account with us or to otherwise participate in any services, that information will be governed by the [Privacy Policy](#). You also must update your account when information you have provided to us changes. To update your account information, click on the "Your Account" link where available or contact us at privacy@carnegielearning.com.

You are responsible for maintaining the confidentiality of your account login names and passwords, and you must not permit use of your account by anyone else. You agree not to sell or otherwise transfer your membership or any membership rights. You accept responsibility for all activities that occur under your account, including product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you agree to contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

Providing Students Access to the Sites

As part of your account, you may provide information to us about your student roster, including student names and email addresses, and may authorize and instruct students to access and use our Sites by creating an account on their behalf and instructing them to visit the Sites to designate a password and thereafter access their account. In doing so, you must ensure that you provide access only to students who are U.S. or Canadian residents. If you provide access to students outside the U.S., you will do so in accordance with applicable law otherwise authorized to access the Sites in their jurisdiction of residence. You will notify students (and their parent or legal guardian, for students younger than the age of 18 or the age of majority in their jurisdiction of residence) that use of the Sites is subject to registration with Carnegie Learning, and that the Sites are governed by these Terms of Use and our [Student Privacy Policy](#). You acknowledge and agree that we will collect certain personal information from students in accordance with our [Student Privacy Policy](#).

For students younger than 13 years of age, you understand that this collection of student information may be subject to the Children's Online Privacy Protection Act ("COPPA") or other applicable laws. By providing students younger than 13 years of age with access to the Sites, you represent that you have secured from the parent or legal guardian of each such student any consent necessary under COPPA (or any other applicable law) for our collection, use, and disclosure of personal information collected from that student – or that you hereby provide such consent on behalf of the student's parent or legal guardian.

4. We may change our Sites and our offerings at any time.

We reserve the sole right (but are under no obligation to) update, modify, replace, or alter any of the Sites, in whole or in part, from time to time without any liability to you. For example, we reserve the right to take any of the following actions at our discretion at any time, and without giving you prior notice:

- Cease to operate the Sites or features within the Sites.
- Change or discontinue any of our Sites, and the products, promotions, and other offerings on the Sites.
- Limit the availability of products.
- Impose conditions on the product licenses.
- Restrict or terminate your access or registration to the Sites or otherwise deny you access in our sole discretion without notice.

not affect our rights as to any violation of these terms by you.

5. Consent to Recording of Classes

With your consent, certain courses on the Sites may be recorded, stored, used and shared by Carnegie Learning for any purposes as described below. By joining the course, you understand that your audio and likeness may be recorded, and agree that you are consenting to these recordings. Please refer to our [Privacy Policy](#) for further details.

6. We retain all rights to our trademarks, copyrights and other intellectual property.

Unless otherwise explicitly specified, the trademarks used on the Sites, the products offered through the Sites, the appearance and content of the Sites, and the technology used to provide the Sites, and all materials that are included in or are otherwise a part of the Sites, including but not limited to the Carnegie Learning Resource Center and Sample Center, including past, present and future versions, domain names, source and object code and the "look and feel" of the Sites ("Site Content") are owned, controlled or licensed by Carnegie Learning, Inc., its subsidiaries or affiliates, and are protected and are protected from unauthorized use, copying and dissemination by intellectual property, including copyright, trademark, patent, and other laws, rules, regulations and treaties. You must comply with all such laws. As between you and us, we retain all right, title and interest in and to the Site Content.

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The Sites offer you access to Carnegie Learning software products and other materials.

8. User Content Submissions

The Sites may provide you the ability to submit content to us or post content publicly on the Sites (including, without limitation, photographs, videos, reviews, testimonials, promotion entries, writings, pictures, data, questions, answers, comments, and suggestions) (collectively, "User Content").

Except as otherwise described in the posted [Privacy Policy](#) or other agreement on the Sites where you provide your User Content, you agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned.

You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms and grant Carnegie Learning, Inc. the license below. Upon Carnegie Learning, Inc.'s request, you will furnish Carnegie Learning, Inc. any documentation, substantiation or releases necessary to verify your compliance with these Terms.

You agree that we may, at any time, without restriction, edit, copy, publish, reproduce, translate, distribute, share, and otherwise use in any medium any User Content without your further permission. We are and shall be under no obligation (1) to pay compensation for any User Content; or (2) to respond to any User Content.

Carnegie Learning, Inc. is not responsible for the substance of any User Content and such User Content does not necessarily reflect the views of Carnegie Learning, Inc. We may, but are under no obligation to, monitor, edit or remove User Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. We may remove or refuse to post any User Content for any reason in our sole discretion.

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You remain the owner of your User Content, but you acknowledge that Carnegie Learning, Inc. must have a license from you in order to accept your User Content. Accordingly, you grant to Carnegie Learning, Inc. an unrestricted, worldwide, irrevocable, perpetual, transferable and royalty-free license (but not obligation) to host, use, copy, distribute, display, perform, modify, translate, store or otherwise exploit all or any portion of your User Content for any purpose whatsoever in all formats, on or through any media, technology or device now known or hereafter developed.

You agree that Carnegie Learning, Inc. is free to use any ideas or concepts contained in any User Content for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and services, and creating informational articles, without any payment of any kind to you. You authorize Carnegie Learning, Inc. to publish your User Content in a searchable format that may be accessed by users of the Sites and the Internet.

material not agreeable to you.

You acknowledge that Carnegie Learning, Inc. may be working on or developing material similar or the same in nature to your User Content and that Carnegie Learning, Inc. may have received similar or the same intellectual property rights from another party. Carnegie Learning, Inc. owes you no obligation connected to your submissions unless you and Carnegie Learning, Inc. enter a written agreement to that effect. Any discussion or negotiations between you and Carnegie Learning, Inc. regarding your submissions does not constitute recognition of the novelty or originality of your User Content.

You agree that Carnegie Learning, Inc. has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its and its licensees' rights to your User Content. Carnegie Learning, Inc. will not have any obligation to you with regard to User Content and Carnegie Learning, Inc. may or may not monitor, display, or accept your User Content and may delete it at any time. You are solely responsible for any User Content you submit and its accuracy. We take no responsibility and assume no liability for any User Content posted by you or any third-party.

User Interactions and Disputes

You are solely responsible for your interaction with other users of the Sites, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all other online activities.

Acceptable Use Policy: Community Rules

When you contribute, upload or otherwise provide User Content to the Sites, you agree to comply with the following Community Rules ("Rules"):

- **User Content must be yours.** All User Content must be original with you, not copied from someone else's work, and you must have all rights in the User Content; OR, all persons who contributed in any way or have any rights to your User Content or otherwise appear in the User Content have given you permission to upload and distribute the User Content on the Site and elsewhere, with appropriate attribution if required.
- **No pictures or images of anyone without permission.** If you choose to upload photos to the Sites, link to embedded videos, or include other images of real people, make sure you have their express permission to post it.
- **Don't upload third party materials.** Your User Content should not contain any visible logos, phrases or trademarks or other third party materials. Do not use any User Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet.
- **No music.** Your User Content may not contain any music unless the work and performance is original to you and/or you have all rights to the musical work (including any performances). No jingles, sampling or otherwise.
- **Keep it relevant.** Your User Content should relate to the content on the Sites and should be intended to add to the discussion and community on the Site.
- **Please follow codes of social decency.** Express yourself with non-offensive individual self-expression. Be respectful of others' opinions and comments so we can continue to build a community for everyone to enjoy. If you think your User Content might offend someone, chances are it probably will and it doesn't belong on the Site. Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, gender, sexual orientation or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic or sexually explicit.
- **Do not post User Content to the Sites for commercial purposes.** Your User Content may not advertise or promote a product or service except those provided on the Sites. You may not use your User Content to raise money for anyone or for a pyramid or other multi-tiered marketing scheme.
- **Do not upload User Content that is inappropriate or illegal.** Your User Content may not promote any illegal activity. If someone could go to jail for taking action suggested by your User Content, don't upload or post it. If you do upload or post User Content that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in our sole discretion, including reporting you to the proper governmental authorities.
- **No violence.** Your User Content may not promote violence or describe how to perform a violent act.
- **Be honest and do not misrepresent yourself or your User Content.** Do not impersonate any other person, user or company or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity or affiliation with a person or company. You may not use a false e-mail address or otherwise mislead us or third-parties as to the origin of any User Content.
- **Public forum.** We hope that you will use the Sites to exchange information and content and have discussions with other members. However, please remember that you are submitting User Content to a public forum and User Content that you post will be accessible and viewable by other users. Do not post personal information (e.g., full name, password, phone number, address, e-mail address or other personally identifiable information or contact information).
- **Don't share other people's personal information.** Your User Content may not reveal another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature. Make sure you have permission to use photos or any other material that could be identified to an individual.
- **Don't damage the Sites or anyone's computers.** User Content may not contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Site or any computer system.

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

example, you must not do (or attempt to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt or interfere with the normal operation and navigation of the Sites or the availability of the Sites .
- Circumvent any measures we use to limit access to the Sites or particular content or features available on the Sites.
- Access or use the Sites for any illegal or unauthorized purposes.
- Access the Sites using any unauthorized "robot," "spider," "scraper" or other data mining technology or automated means (except as may be a result of standard search engine or Internet browser usage).
- Process, frame, mask, extract data or other materials from the Site Content (except as may be a result of standard search engine or Internet browser usage).
- Transmit or install any malware, spyware, worms or viruses or any code of a destructive nature.
- Display the Sites, or any of their content, in a "frame," in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Sites.
- Make any commercial use of the Sites or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to the Sites from any commercial website, or maintain any other link that we ask you to remove.
- Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the Sites.
- Use the Sites to transmit, harvest or collect personal information about other users, without the express consent of such users.
- Use the Sites to advertise or promote any goods or services other than ours. This includes chain letters, junk mail, "spamming," solicitations (commercial or non-commercial), or bulk communications of any kind, including but not limited to distribution lists that include any person who has not given specific permission to be included on such a list.
- Use the Sites to send or post any message or material that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable, or that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation. This includes material in the form of text, graphics, audio, video, or programs.
- Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.

Use any other subscriber's information, personal or otherwise, for any commercial purpose or to obtain direct financial gain.

10. If you believe that your copyrighted work has been improperly used on our Site, you should notify our copyright agent.

We respect the intellectual property rights of others. You may not use a Site for any purpose or in any manner that infringes the rights of any third party. Carnegie Learning, Inc. encourages you to report any content on a Site that you believe infringes your rights. Only the intellectual property rights owner or person authorized to act on behalf of the owner can report potentially infringing content. If you have a good faith belief that content on a Site infringes your copyright, trademark, or other intellectual property rights, please follow the procedures set forth below.

In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA"), Carnegie Learning, Inc. has a designated agent for receiving notices of copyright infringement and Carnegie Learning, Inc. follows the notice and take down procedures of the DMCA.

If you believe that content on the Sites has been copied in a way that infringes your copyright, please provide Carnegie Learning, Inc.'s copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe that any content on a Site violates your rights other than copyrights, please provide Carnegie Learning, Inc.'s with at least the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (c) an explanation of what rights you own/have and why you believe the content infringes your rights sufficient for us to evaluate your complaint; and (d) accurate contact information for you.

Please send your notice of claims of copyright infringement on or regarding a Site or other complaint regarding alleged violation of rights to Carnegie Learning, Inc.'s copyright agent, who can be reached as follows:

DMCA Agent

Carnegie Learning

501 Grant Street

Union Trust Building, Suite 1075

Pittsburgh, PA 15219, USA

dmca@carnegielearning.com

NOTE: This contact information is for inquiries regarding potential copyright and other infringement only.

any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

Carnegie Learning, Inc. will provide you with notice if your materials have been removed based on a third party complaint of alleged infringement of the third party's intellectual property rights.

11. Third Party Links, Content, and Applications

Our Sites, or communications you receive from the Sites, may contain links to websites, third party materials, or other online offerings that we do not operate, maintain, control, or endorse any such third party content and are not responsible for examining or evaluating the content or accuracy of any third party content.

Third party links on the Sites may direct you to third party websites or online services or features that are not affiliated with us. Functionality on the Sites may also permit interactions between the Sites and a third party web site or online feature, including applications that connect the Sites or your profile on the Sites with a third party site (including, but not limited to, Facebook, Instagram, Twitter, and LinkedIn). We do not control any of these third party sites or any of their content. Accordingly, you expressly acknowledge that we make no representation or warranties about the completeness, accuracy, or existence of any advertising, products, resources, content or other materials on or available from third party sites or online features and any reliance placed by you on such materials is at your own risk. If you choose to use applications that connect the Sites or your profile on a Site with a third party site, you acknowledge and agree that you are consenting to the information about your account being shared; and that your use of these third party applications may cause information about you to be publicly disclosed.

Neither Carnegie Learning nor its service providers are responsible for the practices of any third party. Your correspondence and business dealings with third parties found through the Sites including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with any such dealings, are solely between you and the third party. You acknowledge and agree that Carnegie Learning is not liable for any loss or damage which may be incurred by you as a result of your interaction with any third party.

12. Social Distribution and Widgets

Carnegie Learning may allow you – but only through express written permission – to engage in certain personal uses of Site Content that include the ability to share Site Content with others ("**Social Distribution**"). For example, the Sites may allow you to send Site Content to friends, display Site Content on your personal web site or post Site Content on a third-party web site. You understand that only Carnegie Learning can make claims, promises or statements on behalf of Carnegie Learning about its products and services and agree not to do so. You also agree that you will not imply that you and Carnegie Learning are affiliated in any way or that Carnegie Learning approves of your comments. We reserve the right to revoke our permission for Social Distribution at any time and for any reason and you agree to immediately cease Social Distribution upon notice of revocation and to comply with any terms we post in connection the Social Distribution of Site Content.

Similarly, a Site may provide content that you may choose to embed on your personal web page, third party web site or social networking site by pasting the HTML or other code provided by us (typically labeled as an embed code) ("**Widgets**"). Widgets are Site Content and subject to the limited, revocable license described above. We may discontinue providing the services necessary for the Widgets to operate or we may disable Widgets you have embedded at any time for any reason without any liability to you. You agree that our permission to you to use Widgets on your personal web page does not provide you (or any third party) with any intellectual property rights in or to the Widget or any Site Content made available via any Widget.

NOTICE TO THIRD-PARTY SITES: Any Site Content made available in connection with your web page, social networking site, or otherwise, by our Widgets, third-party widgets or otherwise is our exclusive property and no grant of any intellectual property rights is made by us. We retain the right to demand that you cease any use of our Site Content upon notice.

13. Linking Policy

Carnegie Learning grants you the revocable permission to link to the Sites; provided, however, that any link to the Sites: (a) must not frame or create a browser or border environment around any of the content on the Site or otherwise mirror any part of the Site; (b) must not imply that Carnegie Learning or the Sites are endorsing or sponsoring any third party or its products or services, unless Carnegie Learning has given the third party prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Carnegie Learning's sole opinion, harm Carnegie Learning or its products or services; (d) must not use any Carnegie Learning trademarks without the prior written permission from Carnegie Learning; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Carnegie Learning's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to the Site, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, Carnegie Learning reserves the right to prohibit linking to the Site for any reason in our sole and absolute discretion.

14. Promotions

The Sites may contain or offer sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable sweepstakes or promotion.

15. Correction of Pricing and Related Product Information

The Sites may contain pricing information on certain Carnegie Learning or other products. While Carnegie Learning strives to provide accurate pricing and other product information, errors may occur from time to time. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information (including, without limitation, information related to pricing, availability and product descriptions), at any time without notice (including, without limitation, after a consumer may have submitted an order and received confirmation from us). In the event that an item is listed at an

subsequently canceled, Carnegie Learning will issue a credit to your credit card. We apologize for any inconvenience this may cause you.

We shall not be liable to you or to any third party for any price changes or errors. Unless otherwise stated, for users viewing the Sites from the United States prices on the Sites are in United States dollars. For users viewing the Sites from other countries, the prices on the Sites are in United States dollars.

16. Accuracy of Billing and Account Information

We reserve the right to refuse any order or any part of any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorized dealers, resellers or distributors. Further, we reserve the right to verify the validity of all orders and cancel any order if we find evidence of fraud, tampering and/or any other violation of these Terms. We reserve the right, in our sole and absolute discretion, to require proof of identity (in a form acceptable to us): (i) for the purposes of verifying the legitimacy of any order and/or other information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling an order in accordance with our interpretation of the terms and conditions of these Terms.

You agree to provide current, complete and accurate purchase and account information for all purchases made at the Sites. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

17. E-Commerce

Sales transactions on the Sites are subject to these Terms and our sales policies, where applicable. You agree to pay all applicable fees and taxes. Applicable tax will also be applied to the shipping and handling, return shipping and other charges. Taxes may depend on delivery location. You will be billed for your order at the time your order is placed. We may use one or more third parties to process your payment information when you make a purchase on the Sites. The payment processor may depend on the payment method you select. Additional terms and conditions imposed by the third party processor may apply.

18. DISCLAIMER OF WARRANTIES; WAIVER.

To the fullest extent permissible by applicable law, Carnegie Learning, Inc. and its subsidiaries, affiliates, directors, officers, employees, agents, contractors, interns, suppliers, vendors, service providers, licensors, or other representatives of each of them (collectively, "Carnegie Learning Parties") make no representations, warranties, endorsements, or conditions of any kind whatsoever, either express or implied, as to: (1) the Sites or Site Content, (2) products and services sold by Carnegie Learning, Inc. (3) User Content; and/or (4) security associated with the transmission of information to Carnegie Learning, Inc. or via the Sites.

In addition, to the fullest extent permissible by applicable law, the Carnegie Learning Parties disclaim all warranties or conditions: (1) that the Sites will meet your requirements; (2) that the Sites or access to them will be uninterrupted, timely, secure, or free of errors or omissions; (3) that defects will be corrected; (4) that the Sites or the servers hosting them will be free of viruses, other harmful code or components; or (4) that the Sites or its content will continue to be available. You agree that from time to time we may disable the Sites for indefinite periods of time or shut down the Sites at any time, without notice to you. The Carnegie Learning Parties shall have no liability for any such issues.

To the fullest extent permissible by applicable law, the Carnegie Learning Parties disclaim any express or implied warranties or conditions as to the Sites, including, without limitation, non-infringement, merchantability, merchantable quality, fitness for a particular purpose, durability, title, custom, trade, quiet enjoyment, system integration, and freedom from computer virus, and as to quality, availability and subject matter of content.

To the maximum extent permitted by applicable law, the Sites, Site Content, and all products and services sold by Carnegie Learning, Inc. are (except as expressly stated by us) provided "as is," "as available," and "with all faults."

Your access to, use of, and/or participation in the Sites, or inability to access, use, or participate, is solely at your own risk. If you are dissatisfied with the Sites, your sole and exclusive remedy is to discontinue accessing and using them. The Carnegie Learning Parties do not represent or warrant that your use of the Sites is lawful in any particular jurisdiction, and the Carnegie Learning Parties specifically disclaim such warranties.

The Carnegie Learning Parties do not guarantee, represent, or warrant that any advice or information, whether oral or written, obtained by you from us or through the Sites, its employees, consultants and/or experts, are accurate, complete, timely, or useful or that results that may be obtained from the use of the Sites will be accurate or reliable.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Sites is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

You understand and agree that we do not guarantee that any information in or provided in connection with the Sites is accurate, complete, or current. The material on the Sites is provided for informational purposes and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. We are not responsible for any errors or omissions or for the results obtained from the use of such information. The information is provided with the understanding that neither we nor our members, while such members are participating in the Sites, are engaged in rendering legal, medical, counseling or other professional services or advice. We encourage you to seek appropriate professional advice or care for any situation or problem which you may have. Any reliance on the material on the Sites is at your own risk.

By accessing or using the Sites, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Sites.

(b) you have the full power and authority necessary to agree to these Terms of Use and doing so will not conflict with any other obligation or agreement with any third party; and (c) you have all rights and permissions from a parent or legal guardian of each student to whom you provide access to the Sites that are necessary for such student to use the Sites and provide Carnegie Learning with personal information relating to such student or you hereby grant such permissions as permitted by and in accordance with applicable law.

The Carnegie Learning Parties do not endorse User Content and are not responsible for User Content.

19. LIMITATION OF LIABILITIES; WAIVER.

The laws of certain jurisdictions, which may include the province of Quebec, do not allow the exclusion or limitation of legal warranties, conditions or representations, or the limitation of liability or certain damages for consumers. If these laws apply to you, some or all of the below exclusions or limitations may not apply to you and you may have additional rights.

To the maximum extent permitted by applicable law, you agree that under no circumstances shall the Carnegie Learning Parties be liable to you or anyone else for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from: (A) the Sites or Site Content; (B) User Content; (C) your use, or inability to use, or the performance of the Sites or any Carnegie Learning, Inc. products or services; (D) action taken in connection with an investigation by the Carnegie Learning Parties or law enforcement authorities regarding your use of the Sites; (E) action taken in connection with copyright or other intellectual property owners; (F) any errors or omissions in the Sites' technical operation; (G) any damage that results from events beyond our reasonable control, such as damages to any user's computer, mobile device, or other equipment or technology including, without limitation, damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction, including, without limitation, damages for lost profits, loss of good will, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if foreseeable or even if the Carnegie Learning Parties have been advised of or should have known of the possibility of such damages. However, in no event will the Carnegie Learning Parties total liability to you for all damages, losses or causes or actions exceed the amount paid by you, if any, to Carnegie Learning, Inc. for a product or service ordered through the Sites in the twelve (12) months preceding the claim or, in the event there has been no amounts paid, the amount of ten United States dollars (\$10.00). The prior limitation on damages is not intended to limit the Carnegie Learning Parties' obligation to pay prevailing party costs or fees if recoverable pursuant to applicable law. The limitations set forth in this section will not limit or exclude the Carnegie Learning Parties' liability for personal injury or property damage caused by the Carnegie Learning Parties, or for the Carnegie Learning Parties' gross negligence, fraud or intentional, willful, malicious or reckless misconduct.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law. **By accessing the Sites, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and expressly waive, the benefits of section 1542 of the Civil Code of California, and any similar law of any state or territory which provides as follows:**

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

20. If you violate these Terms, and someone makes a claim against us as a result, you must make us whole; INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold the Carnegie Learning Parties harmless from and against any and all claims, demands, investigations, liabilities, judgments, settlements, including damages, costs and expenses, or reasonable attorneys' fees, made by any third party, due to or arising from or related to your (or any other subscriber of your account's): (1) use or misuse of the Sites or activities in connection with the Sites; (2) your User Content; (3) your breach of these Terms or the documents they incorporate by reference or anticipatory breach (4) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (5) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other rights of any person; (6) any misrepresentation made by you; or (7) the Carnegie Learning Parties' use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and Carnegie Learning, Inc. The Carnegie Learning Parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim without the prior written approval of a duly authorized employee of the Carnegie Learning Sites.

21. Location of the Sites and Territorial Restrictions

Carnegie Learning controls and operates the Sites from offices located in the United States of America. The information provided on the Sites are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Carnegie Learning to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the Sites or any portion of the Sites, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

Software related to or made available by the Sites may be subject to United States export controls. Thus, no software from the Sites may be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or that has been designated by the U.S. government as "terrorist supporting"; or (b) to anyone on the U.S. Treasury Department's list

22. ARBITRATION AGREEMENT/GOVERNING LAW/CLASS ACTION WAIVER/DISPUTE RESOLUTION (U.S. Residents only)

If you are a resident of the United States, then, as part of these Terms of Use, you and Carnegie Learning, Inc. each agree as follows (the "Arbitration Agreement")

Any claim or controversy arising out of or relating to your use of the Site (including without limitation the arbitrability of any claim or controversy) shall be resolved by binding arbitration in accordance with the Federal Arbitration Act. The parties waive their rights to file suit in court to assert any allegation, claim, or cause of action against the other, or to have a jury trial on any allegation, claim, or cause of action, and any right to do so (including without limitation the right to a jury trial) is hereby waived. Notwithstanding the foregoing, you and Carnegie Learning, Inc. retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and Carnegie Learning, Inc. retains the right to apply to a court of competent jurisdiction for provisional or conservatory relief, including without limitation pre-arbitral attachments or injunctions, and to adjudicate disputes relating to the infringement or misappropriation of intellectual property.

Any claim or controversy arising out of or relating to your use of the Sites or this Arbitration Agreement shall be governed by the procedural and substantive laws of the Commonwealth of Pennsylvania, without reference to choice-of-law rules. The arbitration will be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures then in effect. The arbitration shall be presided over by a single arbitrator in Pittsburgh, Pennsylvania. In the event this venue will cause undue hardship to you, then, the discretion of the arbitrator, the arbitration will be conducted solely on the basis of documents submitted, with the parties participating through telephonic or video conference hearings, or at a location reasonably convenient to the parties in the state in which you reside at the time the arbitration is commenced, provided that it is within the Continental U.S. To the extent that any of the foregoing provisions are inconsistent with JAMS applicable standards then in effect, such JAMS rules shall apply.

Claims subject to this Arbitration Agreement may not be arbitrated on a class or representative basis and you will not be able to participate in an arbitration as a representative or member of any class of claimants pertaining to that claim.

All aspects of the arbitration and award shall be confidential, except to the extent disclosure is necessary in connection with an application to a court for a preliminary or permanent injunction, a petition to confirm or vacate an award, to obtain legal or other professional advice necessary for the protection of a party's rights, or as required by law or judicial decision.

Subject to you demonstrating that the costs of arbitration will be prohibitive as compared to the costs of litigation, Carnegie Learning, Inc. will pay as much of the fees charged to you by JAMS as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive to you.

The arbitrator will not have authority to award punitive or exemplary damages, and the parties waive any right to recover such damages. As part of the award, the prevailing party shall be awarded its costs, including without limitation arbitration fees, expert witness fees, if any, and reasonable attorney's fees.

You and Carnegie Learning, Inc. agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against Carnegie Learning, Inc. within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – (s)he may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a "Batch Arbitration"). You and Carnegie Learning, Inc. agree (1) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (2) that requests for arbitration are of a "similar nature" if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision shall in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

If any portion of this Arbitration Agreement is found to be invalid, illegal or unenforceable, for any reason, that specific portion shall be severed from the rest, but such severance shall not affect the enforceability of the remainder of this agreement. No waiver of any provision of this Arbitration Agreement will be effective or enforceable unless recorded in a writing signed by the party waiving the provision, and any such waiver shall not waive or affect any other provision of this agreement.

The foregoing provisions limit certain rights, including without limitation, the right to maintain a court action, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in the JAMS rules and these dispute resolution terms, and the right to certain remedies and forms of relief; provided that nothing herein will restrain a California resident's right, if any, to seek public injunctive relief as permitted by law. Other rights that you would have in court also may not be available in arbitration.

23. Governing Law

Except where prohibited by law, which may include the Province of Quebec, these Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provisions. For US residents, except otherwise stated in the Arbitration Agreement, by registering for or using the Sites, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Pittsburgh, Pennsylvania.

the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain in full force and effect.

24. Termination

If you violate any of the Terms, we reserve the right to immediately terminate your access to or registration on the Sites, remove material from the Sites, take other remedial actions, and seek any remedies permitted by law. The obligation and liabilities of the parties prior to termination shall survive the termination of this agreement for all purposes.

We also reserve the right to investigate suspected violations of these Terms, including, without limitation, any violation arising out of any emails you send to the Sites or us. Any violation of these Terms may be referred to law enforcement authorities. We will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms.

25. Certain other miscellaneous provisions also apply.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms or to exercise any right under the Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify these Terms.

In the event that any provision of these Terms is determined to be unlawful, void or for any reason unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

If a court or other decision-maker should determine that any provisions of these Terms is overbroad, unfair or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect.

We may assign our rights and obligations under these Terms to any party at any time without any notice to you and upon such assignment we may be relieved of any further obligation hereunder. Terms may not be assigned by you without Carnegie Learning, Inc.'s prior written consent. You represent to us that you have the authority to register with the Sites according to these Terms.

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

No amendment to or modification of these Terms, or action, or delay, will be binding unless in writing and signed by Carnegie Learning, Inc. Provisions of these Terms that would logically survive termination shall survive the termination of these Terms for any reason (including without limitation, Disclaimer of Warranties; Waiver, Limitation of Liability; Waiver and Arbitration). These Terms and any additional terms (as such terms shall be identified when posted on the Sites by us) constitute the entire understanding between the parties as to subject matter hereof, and supersede all prior agreements and understandings.

26. If you have questions or concerns, please contact us, and we will try to resolve them.

If you have any questions or concerns about these Terms or the Sites, please call us toll-free at [888-851-7094](tel:888-851-7094) or contact us at:

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501 Grant Street
Union Trust Building, Suite 1075
Pittsburgh, PA 15219, USA
legal@carnegielearning.com

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