

Issue Paper

DATE:

August 21, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract between Vista Higher Learning and Dixie Heights High School for use of an online textbook in Spanish AP classes.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Vista Higher Learning offers a 3 year license for use of an online textbook for use by Spanish AP classes.

FISCAL/BUDGETARY IMPACT:

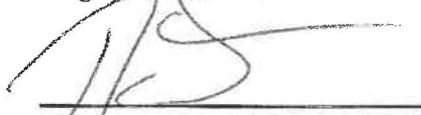
Cost of the 3 year license is \$2098.95 which will be paid using SBDM funds.

RECOMMENDATION:

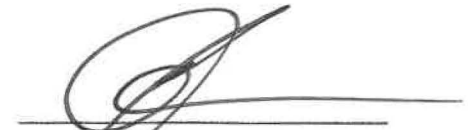
Approval Contract between Vista Higher Learning and Dixie Heights High School for use of an online textbook in Spanish AP classes.

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.



COST PROPOSAL

Quote Prepared On April 15, 2025
Quote Valid Through October 15, 2025
Quote No. 2504187460
Version No. 1

Prepared For

Lori Dennler
Kenton County School District
1055 Eaton Drive
Ft Wright, KY 41017

Prepared By

Kristy Nystrom
knystrom@vistahigherlearning.com
Vista Higher Learning
500 Boylston St, 10th Floor
Boston, MA 02116-3736

Imagina 4e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
21	978-1-54336-586-3	Imagina 4e Supersite Plus(v)(3 year license)	\$99.95	\$2,098.95	\$2,098.95

Total Cost	\$2,098.95
Est. Shipping	\$0.00
Est. Grand Total Cost	\$2,098.95

Ordering Instructions

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - A copy of this Quote
 - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning
500 Boylston Street, 10th Floor
Boston, MA 02116-3736
Email: orders@vistahigherlearning.com
Phone: (800) 269-6311, option 3
Fax: (617) 426-5215

Terms of Purchase



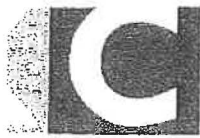
COST PROPOSAL

Quote Prepared On April 15, 2025
Quote Valid Through October 15, 2025
Quote No. 2504187460
Version No. 1

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business!



THE KENTON COUNTY BOARD OF EDUCATION
1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017
TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531
WEBSITE: www.kenton.kyschools.us

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)~~forty-eight (48) hours, any ~~known reasonably believed~~confirmed 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 Educational 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 collect 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. 1751et seq., and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771et 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)~~ forty-eight (48) hours, any ~~known reasonably believed~~ confirmed 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.

VISTA HIGHER LEARNING, INC.

Vendor Name

500 Boylston Street, 10th floor, Boston MA 02116

Vendor Address

(800) 269-6311

Vendor Telephone

jjordan@vistahigherlearning.com

Vendor Email Address

By:

Jason A. Jordan

Signature by Vendor's Authorized Representative

Jason Jordan, EVP Technology

Print Name

08/21/25

Date

**Addendum to
the Vendor Assurances Regarding Protection of Personal and Confidential
Information and the Terms of Use between
the Kenton County Board of Education and Vista Higher Learning, Inc.**

WHEREAS, the Kenton County Board of Education ("KCBOE"), and Vista Higher Learning, Inc. ("VHL") are parties to a Service Agreement composed of VHL's Terms of Use and Privacy Policy, both accessible at <https://www.vistahigherlearning.com/terms-of-use> and <https://www.vhlcentral.com/privacy-policy>, respectively. The KCBOE and VHL may be individually referred to as the "Party" or collectively referred to as the "Parties."

WHEREAS, the Parties agree to modify the terms contained in the Vendor Assurances as well as the Terms of Use part of the Service Agreement, pursuant to the terms and conditions of this Addendum.

WHEREAS, all additions made herein shall be valid as if part of the Vendor Assurances.

NOW, THEREFORE, the amendments are as follows:

Governing Law: is amended to read as follows:

Choice of Law & Jurisdiction. These Terms of Use 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.

Kenton County Board of Education

Signed: _____

Name: _____

Title: _____

Date: _____

VISTA HIGHER LEARNING, INC

Signed: Jason A. Jordan

Name: Jason Jordan

Title: EVP Technology

Date: 08/26/25

Vista Higher Learning/ VHL Central Terms of Use

Please note that these Terms of Use have changed effective May 10, 2024

Welcome to Vista Higher Learning/ VHL Central. Please read these Terms of Use carefully before you or your Authorized Users ("You," "Your," or "User") register on or use the website provided by Vista Higher Learning, Inc. ("Vista Higher Learning" or "VHL") at vhlcentral.com or vistahigherlearning.com (each a "VHL Site"). These Terms of Use incorporate the applicable Privacy Policy available at www.vistahigherlearning.com/privacy-policy or www.vhlcentral.com/privacy-policy. IF YOU ARE UNDER 18 YEARS OF AGE (OR OTHER AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE), PLEASE BE SURE TO READ THIS AGREEMENT WITH YOUR PARENTS OR GUARDIAN, OR INSTRUCTOR IF APPROPRIATE, AND OBTAIN THEIR CONSENT TO THESE TERMS PRIOR TO YOUR USE OF A VHL SITE. YOUR REGISTRATION ON, OR USE OF, THE VHL SITE INDICATES THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DO NOT USE OR REGISTER FOR USE OF THE VHL SITE. These terms and conditions apply to all users of the VHL Site and associated services.

IMPORTANT NOTICE: These Terms of Use contain certain Disclaimers and Limitations on our Liability and a Binding Arbitration Clause and Class Action Waiver, which waives Your right to sue in court or seek a jury trial for disputes relating to Your use of the VHL Site. Please read these sections carefully. If You do not agree to such terms, please do not use the VHL Site.

Institution Service Agreement. These Terms of Use constitute the service agreement between Vista Higher Learning and any institution that is acquiring products or services ("Products") for an institution's students, instructors, and administrative staff ("Authorized Users"); provided that if the institution and VHL have a separate signed agreement(s), then such agreement(s) will control over any conflicting terms herein.

Subject to the institution's payment of the applicable fees, it may authorize Authorized Users to access and use the applicable Products for non-commercial educational or instructional use, on condition that those Authorized Users accept, as appropriate, these Terms of Use before or during their first use of that Product. The institution shall ensure that Authorized Users and any other person that uses the Products through the use of an institution or

Authorized User's password and account comply with these Terms of Use. The institution shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Products through any password and account, including ensuring that an Authorized User ceases use of the Products after that Authorized User is no longer associated with the institution. Use of the terms "You" and "Your" shall include the institution's Authorized Users.

Changes to these Terms of Use. Vista Higher Learning reserves the right, in its sole discretion, to modify these Terms of Use, in whole or in part, at any time. Changes will be effective when notice of such change is posted to Terms of Use. Your continued use of the VHL Site after any changes are posted will be considered acceptance of those changes. By using the VHL Site, You agree that You have reviewed, understand and accept these Terms of Use.

Use of the VHL Site; VHL's Proprietary Rights. Except with the express prior written consent of the VHL's EVP of Technology, in no event may You ingest or otherwise use all or any portion of the Site Content or other VHL IP in connection with any A.I. technology (including without limitation, Large Language Models (L.L.M.) such as ChatGPT, Google's Bard or other natural language A.I. chatbot) for any purpose. In the event that VHL so approves use of one or more A.I. technologies for specific uses by You, which it may do in its sole discretion, You may employ such A.I. technology for the specific uses approved. If you become aware of or suspect any unapproved use of the Site Content or other VHL IP in connection with A.I. technologies, please let us know at online@vistahigherlearning.com

Except as otherwise provided by Vista Higher Learning, Vista Higher Learning gives You a personal, limited, non-exclusive, revocable license to access and use the VHL Site, and the content of the VHL Site (the "Site Content") solely for Your personal, non-commercial, and educational use. The Site Content, including, without limitation, text, images, video, graphics, selection, coordination, arrangement and enhancements of the elements of the Site Content, music and sound, is protected by copyright, trademark, and other laws. The Site Content and the copyrights thereto, as well as any trademarks in such Site Content, are the property of Vista Higher Learning and its suppliers and contributors. Further, Vista Higher Learning retains all right title and interest, including all intellectual property rights, in and to each access code (a "Product Access Code") that grants access to the VHL Site and use of Products available through the VHL Site. Each Product Access Code is licensed solely for Your personal, non-commercial, and educational use. Without limiting the foregoing, Vista Higher Learning has a license for certain Site Content that is owned by third-party suppliers and contributors. The copyright on this third-party content may remain with the owners thereof. Unauthorized use of the Site Content is strictly prohibited. Except as permitted by these Terms of Use or by applicable law, You may not copy, redistribute, alter, modify, publish, transmit, adapt, translate, prepare derivative works from, decompile, reverse engineer (except as expressly permitted by law), disassemble or in any way exploit the Site Content, or create or attempt to create a substitute or similar service or product through use of or access to the VHL Site. Solely in connection with the use of Products, instructors may (i) download, (ii) display, and perform in the classroom, and (iii) reproduce as-is and distribute in printed form to students, in the classroom, certain Site Content, as identified on the VHL Site as materials connected to VHL. Further, solely in connection with the use of Products, instructors may modify certain Site Content, as identified on the VHL Site as downloadable in unlocked

editable electronic form, and display or distribute, in printed form, such modified Site Content to students in the classroom. You may not remove, obscure, or alter Vista Higher Learning's or its suppliers' and contributors' copyright notices, trade names, trademarks, service marks, logos, other distinctive brand features, or other proprietary rights notices affixed to or contained within the VHL Site or any Site Content. Without Vista Higher Learning's express prior written permission, You will not frame any portion of the VHL Site or any of the Site Content or link to the VHL Site other than to complete pages hosted as part of the VHL Site. You will not distribute any of the Site Content in electronic form without Vista Higher Learning's express prior written permission, and You will not resell, license, assign, share or otherwise transfer any Product Access Code or Your Login Credentials to or with any other person. You acknowledge that You do not acquire any ownership rights by downloading or modifying Site Content or receiving or using a Product Access Code or Login Credentials. Any purported resale, license, assignment, or other transfer by you of a Product Access Code or Login Credentials shall be void and without effect. Further, without limiting the foregoing, we reserve the right to deactivate or otherwise disable or suspend any Product Access Code or Login Credentials that we have reason to believe has been resold, licensed, assigned, shared or otherwise transferred or has been used by more than one person.

VHL Site Modifications. Vista Higher Learning reserves the right at any time to modify, suspend or discontinue Vista Higher Learning.com or any part thereof and You agree that Vista Higher Learning shall not be liable to You or to any third party for any such modification, suspension, or discontinuance. Without limiting the foregoing, You acknowledge and agree that Vista Higher Learning may suspend, terminate or cancel Your (or, in the case of an institution, any Authorized User's) access rights to the VHL Site, or any part thereof, with or without notice, to protect the VHL Site or Authorized Users, without liability to You or any third party.

User-Submitted Content/Conduct. Portions of the VHL Site (such as "chat rooms", "blogs" or "bulletin boards") may allow You to upload and/or post content, including both academic-oriented and nonacademic-oriented content. You shall not upload or post on the VHL Site any content (including without limitation, text, images, video, graphics, music and sound) that You know to be false, misleading or inaccurate or that is libelous, defamatory, obscene, threatening, invasive of privacy, harmful to minors in any way, abusive, illegal or harassing, or contains expressions of hatred, bigotry, racism, ethnic prejudice, vulgarity, profanity or is sexually explicit, lewd, obscene or pornographic, or is otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party or violate any law or encourage or advocate any violent act or behavior or constitute a threat to personal or public safety, or that You do not have a right to make available under contractual or fiduciary relationship, or that is used to make commercial solicitations. Uploading or posting any such content may result in the immediate termination of Your access to the VHL Site and, if appropriate, notification to law enforcement officials. If legal action is pursued, any and all information collected by Vista Higher Learning will be turned over to the appropriate law enforcement officials. This means that You, and not Vista Higher Learning, are entirely responsible for the content You transmit to the VHL Site.

You shall not upload to, distribute through or otherwise publish through the VHL Site any content that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality of the VHL Site or disrupt any software, hardware,

telecommunications, networks, servers or other equipment. Uploading, distributing or publishing such content may result in immediate termination of Your access to the VHL Site and, if appropriate, notification to law enforcement officials. You agree not to interfere with any other user's right to privacy, including by harvesting and collecting personally-identifiable information or posting private information (other than as may be required by Vista Higher Learning or Your Institution in connection with use of Products). Vista Higher Learning has no obligation to monitor or screen information or content posted or submitted by You or other users for use in connection with the VHL Site, and content posted by users does not necessarily reflect the views of Vista Higher Learning. However, Vista Higher Learning shall have the right in Vista Higher Learning's sole discretion, to monitor and screen such information and content and refuse to post, remove or edit any information or content submitted to Vista Higher Learning or posted on the VHL Site. You agree that Vista Higher Learning has no liability or responsibility for the storage, modification or deletion of any information or content that You or any other person uploads or posts.

Except as expressly provided in these Terms of Use or as expressly authorized in writing by You, You retain all rights, title and interest in and to content submitted to Vista Higher Learning through the VHL Site. Notwithstanding the foregoing, by submitting content to Vista Higher Learning or the VHL Site, You: (i) acknowledge and agree that all content provided in connection with any course whether directly through Vista Higher Learning or through Your educational institution will be made available to school officials, including instructors, and other users with legitimate educational interests in such content; and (ii) automatically grant to Vista Higher Learning a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, copy, reproduce, modify, adapt, publish, translate, perform, display, make derivative works of and distribute such content (in whole or in part) on the VHL Site, any successor website or application, or other sites owned or operated by Vista Higher Learning, or, if applicable, to other third-parties as authorized by Your educational institution.

You shall not upload, post or otherwise make available on the VHL Site any content protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any content is not so protected rests with You. You shall be solely liable for any damage resulting from any claims of infringement of copyrights or other proprietary rights, any claims by third parties regarding Vista Higher Learning's exercise of the foregoing license and any other harm resulting from Your submission(s) or Vista Higher Learning's use or posting of such submission(s).

Prohibited Actions. You may not attempt to gain unauthorized access to any portion or feature of the VHL Site, Products, any Product Access Code, Login Credentials any other systems or networks connected to the VHL Site, any Vista Higher Learning server, or any of the Site Content or services offered on or through the VHL Site, by any means, including without limitation, hacking or password "mining". You may not probe, scan or test the vulnerability of the VHL Site or any network connected to the VHL Site, nor breach the security or authentication measures on the VHL Site or any network connected to the VHL Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the VHL Site, including any account not owned by You, to its source. Vista Higher Learning reserves the right to report unsuccessful code redemption attempts or unauthorized use of the VHL Site and/or Site Content to appropriate school and law enforcement

authorities. You may not exploit the VHL Site or any Site Content or services made available or offered by or through the VHL Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the VHL Site. You agree that You will not take any action that intentionally imposes an unreasonable or disproportionately large load on the infrastructure of the VHL Site or Vista Higher Learning's systems or networks, or any systems or networks connected to the VHL Site or to Vista Higher Learning. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the VHL Site or with any other person's use of the VHL Site or with the accuracy and reliability of the Site Content. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Vista Higher Learning on or through the VHL Site. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity. Portions of the VHL Site may require You to use a username and password ("Login Credentials"). You may not access the VHL Site by using Login Credentials of any other person. You acknowledge that Your failure to abide by these Terms of Use may subject You to civil and criminal liability.

General Practices Regarding Use. You acknowledge that we may establish general practices and limits concerning use of the VHL Site. You agree to comply with all such practices and limits.

Your Representations, Warranties and Conduct. You represent and warrant that: (i) all of the information provided by You to Vista Higher Learning, including with respect to Product Access Codes and Login Credentials, is accurate; (ii) You have all necessary right, power, and authority to agree to these Terms of Use and to perform the acts required of You hereunder; (iii) You have read and agree to abide by these Terms of Use and the applicable Vista Higher Learning Privacy Policy; and (iv) You will not use the VHL Site for any unlawful purpose or in violation of any law or these Terms of Use or for any purpose not expressly permitted in these Terms of Use.

Product Access Code and Login Credential Protection. You are responsible for controlling the use and maintaining the confidentiality of all Product Access Codes, Login Credentials and other passwords associated with the VHL Site in accordance with these Terms of Use, and are fully responsible for all activities that occur using Your Product Access Code and Login Credentials. You agree to immediately notify Vista Higher Learning of any unauthorized use of Your Product Access Code or Login Credentials or any other breach of security of which You become aware.

Contests. Vista Higher Learning may conduct contests from time to time. You agree that if You participate in any contest, You will abide by all the rules and be subject to all terms and conditions of such contest, in addition to these Terms of Use.

Indemnity. Subject to applicable law, You agree to indemnify, defend (at Vista Higher Learning's option) and hold Vista Higher Learning and its affiliates, officers, directors, representatives, agents, partners, employees and third party content suppliers and contributors (collectively, "Indemnified Person(s)") harmless from and against any and all claims, liabilities, losses, and expenses (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person, arising out of or related to

Your content and materials, Your use of the VHL Site other than as expressly permitted under these Terms of Use, Your violation of these Terms of Use or Your violation of any third party's rights including such party's copyrights and trademarks. Any such indemnification shall be conditioned on the Indemnified Party: (a) notifying You in writing of any such claim, liability, loss, expense or threat thereof; (b) cooperating with You in the defense or settlement thereof; and (c) allowing You to control such defense or settlement. The Indemnified Party shall be entitled to participate in such defense at its own cost and expense.

Disclaimer of Warranties. The VHL Site and related applications, materials and services are provided to You "AS IS" without warranty of any kind. VISTA HIGHER LEARNING HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES PERTAINING TO NONINFRINGEMENT, AVAILABILITY OF THE VHL SITE, LACK OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, CURRENCY, OR USEFULNESS OF ANY INFORMATION OR SITE CONTENT.

Assumption of Risks. Use of the VHL Site is at Your sole risk. You assume all risks that the VHL Site, applications, and related information are suitable for Your needs. Use of any applications obtained through the VHL Site is at Your own discretion and risk and You are solely responsible for any damage to Your computer or loss of data. You agree that neither Vista Higher Learning nor any Indemnified Person shall be responsible for any loss or damage of any sort relating to Your use of the VHL Site.

Disclaimer of Damages; Limitation of Liability. YOU AGREE THAT NEITHER VISTA HIGHER LEARNING NOR ANY OTHER INDEMNIFIED PERSON WILL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION, DAMAGES CAUSED BY YOUR RELIANCE ON THE ACCURACY, COMPLETENESS OR TIMELINESS OF SITE CONTENT OR OTHER INFORMATION PROVIDED OR YOUR PROVISION OF INFORMATION TO THE VHL SITE, EXCEPT THAT THE FOREGOING SHALL NOT PRECLUDE RECOVERY OF DAMAGES FOR PERSONAL INJURY, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR UNAUTHORIZED USE OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION CAUSED BY THE INDEMNIFIED PERSONS' GROSS NEGLIGENCE, RECKLESSNESS, FRAUD OR OTHER WILLFUL, UNCONSCIONABLE OR INTENTIONAL MISCONDUCT. IN NO EVENT SHALL VISTA HIGHER LEARNING'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY YOU DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT THE CLEARLY ESTABLISHED LEGAL RIGHT OF A CONSUMER TO RECOVER

ATTORNEYS' FEES OR OTHER REMEDIES AFFORDED BY STATUTE OR OTHER LAW.

The foregoing Indemnity, Disclaimer of Warranties, Assumption of Risk and Disclaimer of Damages/Limitation of Liability provisions shall apply to the fullest extent permitted by law.

Links to Third Party Websites. Vista Higher Learning may, as a convenience, provide links to third party websites. The inclusion of the link does not imply that Vista Higher Learning endorses or has any control over those third party sites. Vista Higher Learning is not responsible for any content on any such linked site. If You access a third party site from the VHL Site, You do so at Your own risk.

Copyright Agent. If You believe that Your copyrighted work is accessible on the VHL Site in a way that constitutes copyright infringement, please provide the following information to the Copyright Agent identified below: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted 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; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Vista Higher Learning to locate the material; (iv) information reasonably sufficient to permit Vista Higher Learning to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) 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 (vi) 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.

For copyright inquiries or claims, please contact the Copyright Agent (Jon Aram, CEO Vista Higher Learning, 500 Boylston Street, Suite 620, Boston, MA 02116)
at: online@vistahigherlearning.com.

Arbitration.**THE FOLLOWING TERMS TO WHICH YOU ARE CONSENTING CONSIST OF A BINDING ARBITRATION PROVISION AND A CLASS-ACTION AND JURY TRIAL WAIVER.**

To the fullest extent permitted by law, by using the VHL Site, You agree that if a dispute arises between You and one or more of the Indemnified Parties relating in any way to the VHL Site or Your use thereof, including common law or statutory claims, **BOTH YOU AND THE INDEMNIFIED PARTIES SHALL SUBMIT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION COMMENCED BETWEEN YOU AND THE INDEMNIFIED PARTIES MUST BE ARBITRATED IN BOSTON, MASSACHUSETTS. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE INDEMNIFIED PARTIES MAY JOIN CLAIMS IN ARBITRATION WITH OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS. YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT, THE RIGHT TO**

HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY, AND THE RIGHT TO BRING, OR BE PART OF, A CLASS ACTION CASE. The foregoing shall not apply to suits to enjoin infringement or other misuse of intellectual property rights, and You or the Indemnified Parties may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Any such suit shall be adjudicated by a state or federal court located in Boston, Massachusetts, and You hereby consent to jurisdiction in such courts for such suits.

RULES FOR THE AMERICAN ARBITRATION ASSOCIATION ARE AVAILABLE AT:
<https://www.adr.org>.

Governing Law. These Terms of Use shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflicts of law rules.

Entire Agreement; Binding Effect. These Terms of Use constitute the entire agreement between You and Vista Higher Learning relating to the subject matter hereof and supersede all prior oral and written understandings. These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

Waiver. No waiver of any provision of these Terms of Use or any breach hereunder shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver.

Severability. If any part of these Terms of Use, or the application thereof to any person or circumstance, is for any reason held invalid or unenforceable, it shall be deemed severable and the validity of the remainder of these Terms of Use or the applications of such provision to other persons or circumstances shall not be affected thereby.

Violations. Please report any violations of these Terms of Use to Vista Higher Learning at online@vistahigherlearning.com.

All rights not expressly granted herein are fully reserved.

Last Modified May 10, 2024.