

# Curriculum Associates

## Customer Agreement

This Customer Agreement is entered into by and between Shoreline School District 142 (the "District"), with offices at 18560 1<sup>st</sup> Ave NE, Shoreline, WA 98155 and Curriculum Associates, LLC ("Curriculum Associates"), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect on July 25, 2018 (the "Effective Date").

**1. License**

Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready<sup>®</sup> Diagnostic & Instruction for math and/or reading (the "Product") for which the District has paid the license fees set forth in Section 3 below, and solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.

**2. Term**

This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Product, unless earlier terminated in accordance with Section 10 hereof.

**3. Pricing and Payment.**

Pricing for the Product is described in Exhibit A, Price Quote. The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement.

Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of invoice.

**4. Copyright and Proprietary Rights**

The Product and the content contained therein are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Product and in the software, text, graphics, design elements, audio, music, and all other materials contained in i-Ready<sup>®</sup> are reserved by Curriculum Associates and its licensors. The District may not use the Product in any manner that infringes the proprietary rights of any person or entity.

**5. Data Ownership and Security**

In connection with the District's use of the Product, the District will be asked to provide Curriculum Associates with data about the District's students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into the Product. As the District's students use the Product, data will be generated about students' usage, performance and progress. Both the information the District inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data". The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum

Associates a: (a) limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to the Product available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with FERPA. For purposes of this Agreement, "De-identified Data" means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data held by Curriculum Associates will be made available to the District upon the District's written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers, or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is use or shared under the terms of this Agreement without the prior written consent of the District. For a full description of the security measures that Curriculum Associates takes, please review Curriculum Associates' data handling policy, which can be found at [http://i-ready.com/support/iReady\\_DataHandlingPolicy.pdf](http://i-ready.com/support/iReady_DataHandlingPolicy.pdf).

**6. Access to the Product**

The District's authorized users will need valid usernames and passwords to access the Product. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District's usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Product available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible, and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

**7. Limitations of Use**

The District shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Product; (b) modify, copy, translate, or create derivative works based on the Product or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Product; (d) use the Product for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District's organization; or (e) remove any proprietary notices from the Product.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Product content or information, or information accessed at other sites through links made from the Product, other than printing out or downloading portions of the text and images for use in connection with the work of the District's organization. If the District's users leave the Product via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District's use of that third party site will be governed by that site's terms of use, not this Agreement.

The District must use the Product in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

**8. Services**

If the Price Quote includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.

**9. Limitation of Warranties and Liability**

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO USE OF THE PRODUCT, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

**10. Termination**

Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, effective immediately upon written notice, for non- payment by the District.

**11. Notice**

Any notices pertaining to this agreement will be in writing and will be deemed delivered upon receipt to:

**Curriculum Associates, LLC**  
153 Rangeway Road  
North Billerica, MA 01862  
Attention: Jill Bradford, Vice-President, General Counsel  
jbradford@cainc.com

**Shoreline School District 412**  
18560 1<sup>st</sup> Ave NE  
Shoreline, WA 98155  
Attention: Michael Power  
Michael.power@shorelineschools.org

Notices may be provided by electronic mail.

**12. Choice of Law and Jurisdiction**


This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the State of Washington. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of Washington.

**13. Entire Agreement**

This document and all exhibits, attachments and subsequent District purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

**Shoreline School District 142**

  
Name: Director of Finance & Business  
Title: Mark C Spangenberg *SEVERA*

7/31/18

**Curriculum Associates, LLC**


  
Name: David Caron  
Title: Chief Financial Officer

EXHIBIT A

# Curriculum Associates<sup>®</sup> LLC

153 Rangeway Rd • N. Billerica, MA 01862-2013  
 Phone: 800-225-0248 • Fax: 800-366-1158  
 Email: orders@cainc.com

Prepared For  
 Michael Power  
 Shoreline School District 412  
 18560 1st Ave Ne  
 Shoreline, WA 98155

michael.power@shoreschools.org

## Price Quote

Quote Date: 7/9/2018 • Valid for 90 Days  
 Quote ID: 145851.6

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total (min: \$12.99)  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

CA Representative  
 Christopher Shier  
 206-755-0021  
 cshier@cainc.com  
 Created by: TERRI MICHAUD  
 Modified by: CHRISTOPHER SHIER

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
RS13086.0	I-Ready Diagnostic Math Per Student License 1 Year	5933	\$6.00	\$5.40	\$32,038.20
RS14928.0	I-Ready Diagnostic Math Per Student License Grades 9-12 1 Year	2937	\$6.00	\$5.40	\$15,859.80
RS19990.0	I-Ready Diagnostic Prof Dev On Site Add on Leadership Session (Up to 3 hrs)	1	\$0.00	\$0.00	\$0.00
RS20022.0	I-Ready Diagnostic Prof Dev On Site Getting Started Session (up to 6 hrs)	4	\$2,000.00	\$1,500.00	\$6,000.00
RS20026.0	I-Ready Diagnostic Prof Dev On Site Tailored Support Session (up to 6 hrs)	11	\$2,000.00	\$1,500.00	\$16,500.00
RS20023.0	I-Ready Diagnostic Prof Dev On Site Understanding Data Session (up to 6 hrs)	11	\$2,000.00	\$1,500.00	\$16,500.00
RS13088.0	I-Ready Diagnostic Reading Per Student License 1 Year	3995	\$6.00	\$5.40	\$21,573.00
<b>Special Notes</b>			<b>Merchandise Total</b>		<b>\$108,471.00</b>
All I-Ready purchases require professional development.			<b>Voucher/Credit</b>		<b>\$0.00</b>
			<b>Estimated Tax</b>		<b>\$6,947.15</b>
			<b>Estimated shipping to US 98155:</b>		<b>\$0.00</b>
			<b>Merchandise Savings</b>		<b>\$20,719.00</b>
			<b>Total</b>		<b>\$115,418.15</b>

# Curriculum Associates® LLC

## Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** [orders@cainc.com](mailto:orders@cainc.com)
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates, LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

Please visit [www.curriculumassociates.com](http://www.curriculumassociates.com) for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
\$1,000 to \$4,999.99	10%
\$5,000 to \$99,999.99	8%
\$100,000 and more	6%

Please contact local CA Representative, customer service (1-800-225-0248), or <http://www.curriculumassociates.com/> for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

## Payment Terms

Payment terms are as follows.

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

## i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at <http://www.i-ready.com/support/>.

## Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits.

For more information about the return policy, please visit <http://www.curriculumassociates.com/help/default.aspx?topic=188>.