K-3

Quote Q-42473-2

Per Craig - Literacy 4/28/22

Prepared For:
Emmett Independent School District
119 N Wardwell Ave
Emmett, ID
83617-3040

Your Istation Partner:
Jennifer Williams
Regional Account Executive
jwilliams@istation.com

ACCREDITED BUSINESS
BBB Rating: A+

8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-42473-2
Prepared For: Emmett Independent School District
Expires On: 5/31/2022

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Istation Reading - K-3

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Istation Reading	7/1/2022	12	6/30/2023	Butte View Elementary School	$2,960.00
1	Istation Reading - Partial Campus	7/1/2022	12	6/30/2023	Kenneth Carberry Elementary School	$4,384.50
1	Istation Reading - Partial Campus	7/1/2022	12	6/30/2023	Shadow Butte Elementary School	$4,384.50
					Istation Reading - K-3 TOTAL:	$11,729.00

Istation Math - K-3

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Istation Math	7/1/2022	12	6/30/2023	Butte View Elementary School	$1,979.00
1	Istation Math - Partial Campus	7/1/2022	12	6/30/2023	Kenneth Carberry Elementary School	$2,899.00
1	Istation Math - Partial Campus	7/1/2022	12	6/30/2023	Shadow Butte Elementary School	$2,899.00
					Istation Math - K-3 TOTAL:	$7,777.00

K-3 - Istation Reading (Student Account)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
8	IR.Student - Istation Reading (Student Account)	7/1/2022	12	6/30/2023	Ola Elementary School	$232.00
28	IR.Student - Istation Reading (Student Account)	7/1/2022	12	6/30/2023	Sweet Montour Elementary Junior High School	$812.00
					K-3 - Istation Reading (Student Account) TOTAL:	$1,044.00

K-3 - Istation Math (Student Account)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
8	IM.Student - Istation Math (Student Account)	7/1/2022	12	6/30/2023	Ola Elementary School	$176.00
28	IM.Student - Istation Math (Student Account)	7/1/2022	12	6/30/2023	Sweet Montour Elementary Junior High School	$616.00
					K-3 - Istation Math (Student Account) TOTAL:	$792.0

SUBTOTAL:	$21,342.00
TAX (if applicable):	
CUSTOMER TOTAL:	$21,342.00

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Subscription Start Date: 7/1/2022 Subscription Term: 12 Subscription End Date: 6/30/2023

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: _____
Printed Name: _____
Title: _____
Dated: _____

Emmett Independent School District

Signature: Craig Woods
Printed Name: Craig Woods
Title: Superintendent
Dated: May 2, 2022
PO # (if available): 210833

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Name: Dr. Isa Dearmas
Email: idearmas@isd221.net
Phone: 208. 365-6301

Accounts Payable / Billing Contact

Name: Kellie Thomas
Email: Kthomas@isd221.net
Phone: 208-365-6301

District Technology Contact

Name: Jon Heat Hetherington
Email: jhetherington@isd221.net
Phone: 208-365-3094

District Data Contact

Name: Cynthia Mecham
Email: Tech dept cmecham@isd221.net
Phone: 208-365-6301

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- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively **"Identifiable Use Results"**). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

How Is Personally Identifiable Information Used and/or Disclosed?

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes. Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;

- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/ marketing materials from Istation, You will have the option to unsubscribe;
- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
  1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
  2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
  3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

Can I Access or Change My Personally Identifiable Information?

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

Data Retention

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

Website and Resource Security

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

Use of "Cookies"

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

Third Party Sites

The Website may contain links to or reference third party websites and resources (collectively "**Third Party Sites**"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

Can Istation change this Privacy Statement?

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

Who can I contact if I have questions about this Privacy Statement?

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

Email address: info@Istation.com

Street/Postal address:
8150 North Central Expressway, Suite 2000
Dallas, Texas 75026
Phone: (214) 237-9300
Fax: (972) 643-3441
Effective Date: February 23, 2018

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8150 North Central Expressway, Suite 2000
Dallas, TX 75206
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Any rights not expressly granted herein are reserved.

4-8

Quote Q-42474-1

Prepared For:
Emmett Independent School District
119 N Wardwell Ave
Emmett, ID
83617-3040

Per Craig ESSER
4/28/22

Your Istation Partner:
Jennifer Williams
Regional Account Executive
jwilliams@istation.com

BBB ACCREDITED BUSINESS
BBB Rating: A+

8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-42474-1
Prepared For: Emmett Independent School District
Expires On: 5/31/2022

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Istation Reading - 4-8

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Istation Reading - Partial Campus	7/1/2022	12	6/30/2023	Kenneth Carberry Elementary School	$4,384.50
1	Istation Reading - Partial Campus	7/1/2022	12	6/30/2023	Shadow Butte Elementary School	$4,384.50
					Istation Reading - 4-8 TOTAL:	$8,769.00

Istation Math - 4-8

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Istation Math - Partial Campus	7/1/2022	12	6/30/2023	Kenneth Carberry Elementary School	$2,899.00
1	Istation Math - Partial Campus	7/1/2022	12	6/30/2023	Shadow Butte Elementary School	$2,899.00
					Istation Math - 4-8 TOTAL:	$5,798.00

4-8 - Istation Reading (Student Account)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
150	IR.Student - Istation Reading (Student Account)	7/1/2022	12	6/30/2023	Emmett Junior High School	$4,350.00
8	IR.Student - Istation Reading (Student Account)	7/1/2022	12	6/30/2023	Ola Elementary School	$232.00
11	IR.Student - Istation Reading (Student Account)	7/1/2022	12	6/30/2023	Sweet Montour Elementary Junior High School	$319.00
					4-8 - Istation Reading (Student Account) TOTAL:	$4,901.00

4-8 - Istation Math (Student Account) &
ISIP Math

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
150	ISIP™ Math Student Assessment	7/1/2022	12	6/30/2023	Emmett Junior High School	$937.50
8	IM.Student - Istation Math (Student Account)	7/1/2022	12	6/30/2023	Ola Elementary School	$176.00

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
11	IM.Student - Istation Math (Student Account)	7/1/2022	12	6/30/2023	Sweet Montour Elementary Junior High School	$242.00
					4-8 - Istation Math (Student Account) & ISIP Math TOTAL:	$1,355.50

SUBTOTAL:	$20,823.50
TAX (if applicable):	
CUSTOMER TOTAL:	$20,823.50

8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-42474-1
Prepared For: Emmett Independent School District
Expires On: 5/31/2022

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Subscription Start Date: 7/1/2022 Subscription Term: 12 Subscription End Date: 6/30/2023

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: _____
Printed Name: _____
Title: _____
Dated: _____

Emmett Independent School District

Signature: Craig Woods
Printed Name: Craig Woods
Title: Superintendent
Dated: May 2, 2022
PO # (if available): 210833

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Name: Dr. Isa Dearmas
Email: idearmas@isd221.net
Phone: 208-365-6301

Accounts Payable / Billing Contact

Name: Kellie Thomas
Email: kthomas@isd221.net
Phone: 208.365-6301

District Technology Contact

Name: Jon Hetherington
Email: jhetherington@isd221.net
Phone: 208.365.3094

District Data Contact

Name: _____
Email: tech
Phone: _____

8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-42474-1
Prepared For: Emmett Independent School District
Expires On: 5/31/2022

TERMS OF USE:

The following Terms of Use and Service (these "Terms") are important. Please read carefully.
Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "Scoring and Reporting Resources"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
    1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
    2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
    1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

design, "look and feel", text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the **"Resource Materials"**), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation's licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation's licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.

2. Your Data. As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, **"Your Data"** means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the "Processed Data").

5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.

6. **Restrictions.**
   1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
   2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
   3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation's detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
   4. You may not use any of the trademarks of Istation, or Istation's licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
   5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
   6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
   7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
   8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
   9. Any deviations from any of these Terms require prior written consent from Istation.

7. **Conduct.**
   1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation's infrastructure; (iv) use any automated means to download data from any of the Resources' databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
   2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the **"Submissions"**), You are granting Istation, Istation's affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children's Online Privacy Protection Act of 1998 (**"COPPA"**) and COPPA's rules and regulations.

8. **Security.**
   1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
   2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**
   1. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
   2. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.
2. **No Endorsement of Third-Party Sites.**
   1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively **"Third-Party Sites"**). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
   2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.
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   2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
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BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.

4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.

4. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.

5. **Miscellaneous.**
   1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the **"Additional Terms"**), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
   2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
   3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

PRIVACY STATEMENT:

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. (**"Istation"**). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to **"You"** or **"Your"** mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the **"Authorized Users"**).

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the **"Licensed Applications"**), (ii) Istation's Internet Web site (the **"Web Site"**), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the **"Downloadable Materials"**), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the **"Resources"**.

What Personally Identifiable Information Is Collected by Istation?

"Personally Identifiable Information" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively **"Identifiable Use Results"**). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

How Is Personally Identifiable Information Used and/or Disclosed?

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes. Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;

- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/ marketing materials from Istation, You will have the option to unsubscribe;
- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
  1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
  2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
  3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

Can I Access or Change My Personally Identifiable Information?

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

Data Retention

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

Website and Resource Security

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

Use of "Cookies"

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

Third Party Sites

The Website may contain links to or reference third party websites and resources (collectively "**Third Party Sites**"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

Can Istation change this Privacy Statement?

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

Who can I contact if I have questions about this Privacy Statement?

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

Email address: info@Istation.com

Street/Postal address:
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Phone: (214) 237-9300
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