Quote Q-50536-1

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-50536-1
Prepared For: Emmett Independent School District
Expires On: 12/31/2022

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 and Math Bundle

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading and Math Bundle	7/1/2023	12	6/30/2024	Butte View Elementary School	$5,328.00
1	Istation Reading and Math Bundle	7/1/2023	12	6/30/2024	Kenneth Carberry Elementary School	$15,748.00
1	Istation Reading and Math Bundle	7/1/2023	12	6/30/2024	Shadow Butte Elementary School	$15,748.00
					Istation Reading and Math Bundle TOTAL:	$36,824.00

Istation Reading

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading	7/1/2023	12	6/30/2024	Emmett Middle School	$11,129.00
					Istation Reading TOTAL:	$11,129.00

IR.Student - Istation Reading (Student Account)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
150	IR.Student - Istation Reading (Student Account)	7/1/2023	12	6/30/2024	Emmett Middle School	$4,650.00
16	IR.Student - Istation Reading (Student Account)	7/1/2023	12	6/30/2024	Ola Elementary School	$496.00
39	IR.Student - Istation Reading (Student Account)	7/1/2023	12	6/30/2024	Sweet Montour Elementary School	$1,209.00
					IR.Student - Istation Reading (Student Account) TOTAL:	$6,355.00

IM.Student - Istation Math (Student Account)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
150	IM.Student - Istation Math (Student Account)	7/1/2023	12	6/30/2024	Emmett Middle School	$3,600.00
16	IM.Student - Istation Math (Student Account)	7/1/2023	12	6/30/2024	Ola Elementary School	$384.00
39	IM.Student - Istation Math (Student Account)	7/1/2023	12	6/30/2024	Sweet Montour Elementary School	$936.00
					IM.Student - Istation Math (Student Account) TOTAL:	$4,920.00

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Subscription Start Date: 7/1/2023 Subscription Term: 12 Subscription End Date: 6/30/2024

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		**Emmett Independent School District**	
Signature:		Signature:	Craig Woods
Printed Name:		Printed Name:	Craig Woods
Title:		Title:	Superintendent
Dated:		Dated:	1-9-2023
		PO # (if available):	220545

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

Primary Implementation Contact		**Accounts Payable / Billing Contact**	
Name:	Brendalynn Love	Name:	Kellie Thomas
Email:	blove@isd221.net	Email:	kthomas@isd221.net
Phone:	208-365-4691	Phone:	208-365-6301

District Technology Contact		**District Data Contact**	
Name:	Jon Hetherington	Name:	Cynthia Mecham
Email:	jhetherington@isd221.net	Email:	cmecham@isd221.net
Phone:	208-365-3094	Phone:	208-365-6301

ISIP™ Math Student Assessment

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
404	ISIP™ Math Student Assessment	7/1/2023	12	6/30/2024	Emmett Middle School	$2,727.00
					ISIP™ Math Student Assessment TOTAL:	$2,727.00

Ignition Plus

Istation's Plus service includes two virtual meetings with our Onboarding team to ensure a successful rostering and launch of Istation. The Onboarding Team will liaise with customers quarterly to ensure program success and provide general product support.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Ignition Plus	7/1/2023	12	6/30/2024		$0.00
					Ignition Plus TOTAL:	$0.00

SUBTOTAL:	$61,955.00
DISCOUNT:	($8,417.00)
TAX (if applicable):	$0.00
CUSTOMER TOTAL:	$53,538.00

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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.
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   9. Any deviations from any of these Terms require prior written consent from Istation.

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    3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO

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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.

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   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.
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- 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:
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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