

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/26/2022

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin:

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

ACCEPT THE TERMS OF USEAGE AND QUOTE TO PURCHASE TRANSITION CURRICULUM FOR THE HIGH SCHOOL SPECIAL EDUCATION TRANSITION PROGRAM. DIGITAL PORTIONS OF PROGRAM ARE IN A WEB BASED HUB, NO INSTALLATION REQUIRED.

Summary This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

Attainment Hub

Terms of Use

8/16/2022

TERMS OF USE

Last updated August 16, 2022

AGREEMENT TO TERMS

Welcome to hub.attainmentcompany.com (the "Site"), an online platform that provides educational products and services (the "Services," and together with the Content (defined below) and the Site, the "Platform"), including, without limitation, educational tests, exercises, tools, content and other materials ("Content") for individual users and educational institutions (collectively, "Users"). IF YOU ARE UNDER THE AGE OF 13 (OR ARE OTHERWISE UNABLE TO ENTER INTO A CONTRACT), THEN YOU NEED TO GET YOUR PARENT OR GUARDIAN (USUALLY YOUR MOM OR DAD) TO GIVE US PERMISSION FOR YOU TO USE THIS SITE. IF YOU ARE A PARENT OR GUARDIAN AND YOU GIVE US PERMISSION FOR YOUR CHILD (OR MINOR) TO REGISTER WITH THE SITE AND USE THE PLATFORM, THEN YOU AGREE TO BE BOUND BY THESE TERMS AS THEY RELATE TO YOUR CHILD'S USE OF THE SITE AND THE PLATFORM. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have the full legal authority and are able to form this contract binding your employer, or the applicable entity, to these Terms; (ii) you have read and understood these Terms; and (iii) you agree, on behalf of the party that you represent, to these Terms. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes and update the "Last updated" date of these Terms of Use. It is your responsibility to periodically review these Terms of Use to stay informed of updates. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

COPPA and FERPA

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to

these Terms of Use prior to you using the Site.

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Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the

Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
4. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
5. Use any information obtained from the Site in order to harass, abuse, or harm another person.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Use the Site in a manner inconsistent with any applicable laws or regulations.
8. Use the Site to advertise or offer to sell goods and services.
9. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
11. Delete the copyright or other proprietary rights notice from any Content.
12. Attempt to impersonate another user or person or use the username of another user.
13. Sell or otherwise transfer your profile.
14. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
15. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
16. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
17. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
18. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
19. Decipher, decompile, disassemble, or reverse engineer any of the software comprising

or in any way making up a part of the Site.

20. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

21. Use a buying agent or purchasing agent to make purchases on the Site.

22. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

23. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

USER GENERATED CONTRIBUTIONS

The Site does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. Your Contributions do not violate any applicable law, regulation, or rule.

10. Your Contributions do not violate the privacy or publicity rights of any third party.
 11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
 12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
 13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
 14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.
- Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

OWNERSHIP OF USER DATA

The Services may allow You to track and gather a range of data and information regarding Your employees, agents, independent contractors, and students ("User Data"). You shall retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be solely responsible for its use thereof. You are also responsible for securing and backing up Your User Data. You hereby grant Attainment HUB a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling Attainment HUB to provide the Services, and for the limited purposes set forth in Attainment HUB's Privacy Policy.

CONTRIBUTION LICENSE

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By submitting suggestions or other feedback regarding the Site, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

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Use License

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mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile

application license contained in these Terms of Use against you as a third-party beneficiary thereof.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: attainmentcompany.com/privacy.html. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use.

Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. **WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY**

PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

CHANGES AND UPDATES TO THESE TERMS OF USE

We may revise our Terms of Use from time to time. You can see when the last update was by looking at the "Last Updated" date at the top of this page. We won't reduce your rights under these Terms of Use without your explicit consent. If we make any significant changes, we'll provide prominent notice by posting a notice on the Service or the Attainment HUB Website and notifying you by email (using the email address you provided), so you can review and make sure you know about them.

We encourage you to review these Terms of Use from time to time, to stay informed about our collection, use, and disclosure of personal information through the Service and Attainment HUB Website. If you don't agree with any changes to the Terms of Use, you may terminate your account. By continuing to use the Service or the Attainment HUB Website after the revised Terms of Use have become effective, you acknowledge that you accept and agree to the current version of the Terms of Use.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Wisconsin applicable to agreements made and to be entirely performed within the State of Wisconsin, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved through binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Dane, Wisconsin. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Dane, Wisconsin, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

Application of the United Nations Convention on Contracts for the International Sale of Goods and the the Uniform Computer Information Transaction Act (UCITA) is excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute

falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF

TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING OR \$100,000.00 USD. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms of Use; (3) any breach of your representations and warranties set forth in these Terms of Use; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our

defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

FERPA AND CALIFORNIA AB 1584

Regarding FERPA and California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (Education Code section 49073.1), Attainment HUB will abide to the following:

1. Student records obtained by Attainment Company from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to Attainment Company.
2. Attainment HUB users may retain possession and control of their own generated content.
3. Attainment Company will not use any information in a student record for any purpose other than those required or specifically permitted by the Attainment HUB Terms of Use and Privacy Policy.

4. Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, Attainment HUB users may access, correct, update, or delete personal information in their profile by signing into hub.attainmentcompany.com, accessing their HUB account, and making the appropriate changes.
5. Attainment Company is committed to maintaining the security and confidentiality of student records. Towards this end, we take the following actions: (a) we limit employee access to student data to only those employees with a need to such access to fulfill their job responsibilities; (b) we conduct background checks on our employees that may have access to student data; (c) we conduct regular employee privacy and data security training and education; and (e) we protect personal information with technical, contractual, administrative, and physical security safeguards in order to protect against unauthorized access, release or use.
6. In the event of an unauthorized disclosure of a student's records, Attainment Company will (1) promptly notify Users unless specifically directed not to provide such notification by law enforcement officials. Notification shall identify: (i) the date and nature of the unauthorized use or disclosure; (ii) the Private Data used or disclosed; (iii) general description of what occurred including who made the unauthorized use or received the unauthorized disclosure; (iv) what Attainment Company has done or shall do to mitigate any effect of the unauthorized use or disclosure; (v) what corrective action Attainment Company has taken or shall take to prevent future similar unauthorized use or disclosure; and (vi) who at Attainment Company the User can contact. Attainment Company will keep the User fully informed until the incident is resolved.
7. Attainment Company will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.
8. Attainment Company agrees to work with educational institution to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described in statement (4) above.
9. Attainment Company prohibits using personally identifiable information in student records to engage in targeted advertising.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to

act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site.

You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

Terms of Use are binding unless modified by mutual agreement

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Attainment Company, Inc.

504 Commerce Pkwy

Verona, WI 53593

United States

Phone: 800-327-4269

Fax: 608-845-8040

info@attainmentcompany.com

These terms of use were created using Termly's Terms and Conditions Generator.



www.AttainmentCompany.com

504 Commerce Parkway
P.O. Box 930160
Verona, WI 53593-0160

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U.S.A. and Canada
Phone 800-327-4269
Fax 800.942.3865

International
Phone 608-845-7880
Fax 608.845.8040

Page	Date	Quote No.
1	09/06/22	349293A

BILL TO	ACCOUNTS PAYABLE BROKEN ARROW PUBLIC SCHOOL 701 S MAIN ST BROKEN ARROW, OK 74012-4399
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SHIP TO	CENTRAL WAREHOUSE BROKEN ARROW PUBLIC SCHOOLS 1810 W DETROIT BROKEN ARROW, OK 74012
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Customer No.	Sales I.D.	Reference #	Media Code	Terms			
12411	GB /GB		BL/REPEAT	QUOTATION, EXP 12/06/22			
Ordered By		Warehouse	Phone Number	Total Wt.	Zone	# Packages	Ship Via
			(918) 251-8541	0.0 Lbs		0	UPC

Message:

Thank you for your order!
All orders in US Currency.

Qty.	B/O	Shipped	Item #	Description	Unit Price	Disc	Extension
2			PRE-30	PRE-EMPLOYMENT TRANSITION SOLUTION PLUS (4 BOX SET)	2995.0000	5	5690.50
1			PRE-02	PRE-ETS INSTRUCTOR WITH HUB CODE	299.0000	5	284.05
4			FS-30	FOCUS SERIES CURRICULUM PLUS	399.0000	5	1516.20
9			JSS-30	JOB SKILLS STORIES CURRICULUM PLUS	399.0000	5	3411.45
1			JSS-02	JOB SKILLS STORIES INSTRUCTOR	99.0000	5	94.05
1			EM-02	EXPLORE MATH TEACHERS MANUAL	129.0000	5	122.55
1			EM-202	EXPLORE MATH 2 TEACHER'S GUIDE	129.0000	5	122.55
1			EM-B02	EXPLORE BUDGETING TEACHER'S MANUAL	129.0000	5	122.55
2			SCD-30	SMART CHOICES FOR A DIGITAL AGE CURRICULUM PLUS	289.0000	5	549.10
1			RSCD-02	SMART CHOICES FOR A DIGITAL AGE INSTRUCTOR NO HUB CODE	39.0000	5	37.05
4			EM-32	EXPLORE MATH CURRICULUM PLUS	499.0000	5	1896.20
2			EM-20	EXPLORE MATH CURRICULUM PLUS KIT	299.0000	5	568.10
2			SSR-25	SOCIAL STORY READER CLASSROOM KIT	329.0000	5	625.10
2			SDR-25	SELF DETERMINATION READERS CLASSROOM KIT (1 teacher, 1 software, 8 students)	329.0000	5	625.10
3			CON-25	CONNECTIONS IN THE WORKPLACE CLASSROOM KIT 1 teacher 8 student 1 software	329.0000	5	937.65
1			PVS-30	PRE-VOCATIONAL SOLUTIONS	399.0000	5	379.05
1			PV-17	PRE-VOC ONE	1095.0000	5	1040.25
1			PV-20	PRE-VOC TWO	1395.0000	5	1325.25
1			PV-30	+PRE-VOC THREE	2195.0000	5	2085.25
6			APP-CW-07	COMMPUTERS AT WORK APP	60.0000	5	342.00



www.AttainmentCompany.com

504 Commerce Parkway
P.O. Box 930160
Verona, WI 53593-0160

Federal ID 39-1365288

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Fax 800.942.3865

International
Phone 608-845-7880
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Page	Date	Quote No.
2	09/06/22	349293A

B I L L T O
 ACCOUNTS PAYABLE
 BROKEN ARROW PUBLIC SCHOOL
 701 S MAIN ST
 BROKEN ARROW, OK 74012-4399

S H I P T O
 CENTRAL WAREHOUSE
 BROKEN ARROW PUBLIC SCHOOLS
 1810 W DETROIT
 BROKEN ARROW, OK 74012

Customer No.	Sales I.D.	Reference #	Media Code	Terms			
12411	GB /GB		BL/REPEAT	QUOTATION, EXP 12/06/22			
Ordered By		Warehouse	Phone Number	Total Wt.	Zone	# Packages	Ship Via
			(918) 251-8541	0.0 Lbs		0	UPC

Message:

Thank you for your order!
All orders in US Currency.

Qty.	B/O	Shipped	Item #	Description	Unit Price	Disc	Extension
4			ESS-30	EXPLORE SOCIAL SKILLS CURRICULUM PLUS	499.0000	5	1896.20
2			ESS-220	EXPLORE SOCIAL SKILLS 2 CLASSROOM KIT	279.0000	5	530.10
1			ESS-02	EXPLORE SOCIAL SKILLS INSTRUCTORS GUIDE	99.0000	5	94.05
1			ESS-202	EXPLORE SOCIAL SKILLS 2 INSTRUCTOR'S GUIDE	99.0000	5	94.05
1			SSR-02	SOCIAL STORY READER INSTRUCTOR	79.0000	5	75.05
1			SDR-02	SELF DETERMINATION READERS TEACHERS GUIDE	99.0000	5	94.05
1			CON-02	CONNECTIONS IN THE WORKPLACE INSTRUCTORS GUIDE	99.0000	5	94.05
1			RS-30	READY, SET, COOK CURRICULUM PLUS	179.0000	5	170.05
1			RS-230	READY, SET, COOK 2: FULL KITCHEN EDITION CURRICULUM PLUS	179.0000	5	170.05
5			EX-P22	EXPLORE PERSONAL CARE CLASSROOM KIT	529.0000	5	2512.75
4			AT-WEB	ATTAINMENT WEB-BASED TRAINING	500.0000	--	2000.00
4			CREDIT-WEB	CREDIT FOR ATTAINMENT WEB-BASED TRAINING	-500.0000	--	-2000.00
					MERCHANDISE QUOTATION TOTAL \$		27504.40
					SHIPPING & HANDLING \$		1375.22
					QUOTATION TOTAL \$		28879.62