

Customer Agreement

This Customer Agreement (the “Agreement”) is entered into by and between the Henry Johnson Charter School (the “School”), with offices at 30 Watervliet Avenue, Albany, NY 12206, and Curriculum Associates, LLC (“Curriculum Associates”), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this Agreement shall take effect on October 20, 2020 (the “Effective Date”).

- 1. License.** Curriculum Associates hereby grants the School a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading, and Ready® Teacher Toolbox for Math and/or Reading (together, the “Digital Products”) for the number of users (or the number of site licenses) listed on the Price Quote included as Exhibit A (the “Price Quote”), solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.
- 2. Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until the School no longer has a validly purchased license to use the Digital Products, unless earlier terminated in accordance with Section 10 hereof.
- 3. Pricing and Payment.** Pricing for the Digital Products, and any other products being purchased by the School, are listed on the Price Quote. The Digital Products and any other such products purchased under the Price Quote may be referred to in this Agreement as “Products”. The School will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice School based on this Purchase Order, and School will provide payment to Curriculum Associates within thirty (30) days of receipt of the invoice.
- 4. Copyright and Proprietary Rights.** The Products and the content contained therein, and any training material provided in connection with the Services, are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Products and in the software, text, graphics, design elements, audio, music, and all other materials contained in the Products are reserved by Curriculum Associates and its licensors. The School may not use the Products in any manner that infringes the proprietary rights of any person or entity.
- 5. Data Ownership and Security.** In connection with the School’s use of i-Ready®, the School will be asked to provide Curriculum Associates with data about the School’s students. The School represents and warrants that the School has the right to provide Curriculum Associates with all of the data the School inputs into i-Ready®. As the School’s students use i-Ready®, data will be generated about students’ usage, performance and progress. Both the information the School inputs and the data generated by students’ usage will be referred to in this Agreement as “Customer Data”. The School shall own all right, title and interest in and to the Customer Data. However, the School hereby grants Curriculum Associates: (a) a limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to i-Ready® available to the School and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with the Family Education Rights Privacy Act (“FERPA”). For purposes of this Agreement, “De-identified Data” means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data

held by Curriculum Associates will be made available to the School upon the School's written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not materially change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the School. A full description of the security measures that Curriculum Associates takes is set forth in Curriculum Associates' Data Handling Policy, which can be found at https://cdn.i-ready.com/instruction/content/system-check/iReady_Privacy_Policy.pdf

6. **Access to the Digital Products.** The School's authorized users will need valid usernames and passwords to access the Digital Products. The School is responsible for the integrity and security of these usernames and passwords. The School will advise Curriculum Associates immediately if any of the School's usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Digital Products available to the School 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the School reasonable notice where possible and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.
7. **Limitations of Use.** The School shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Digital Products; (b) modify, copy, translate or create derivative works based on the Digital Products or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign or otherwise transfer rights to the Digital Products; (d) use the Digital Products for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the School's organization; or (e) remove any proprietary notices from the Digital Products.

The School may not reproduce, upload, post, transmit, download or distribute any part of the Digital Products content or information, or information accessed at other sites through links made from the Digital Products, other than printing out or downloading portions of the text and images for use in connection with the work of the School's organization. If the School's users leave the Digital Products via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the School's use of that third party site will be governed by that site's terms of use, not this Agreement. The School must use the Digital Products in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

8. **Services.** If the Price Quote includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.
9. **Limitation of Warranties and Liability.** EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE SCHOOL'S REQUIREMENTS, WILL BE ACCURATE OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND

IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

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

10. **Termination.** Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the School does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement or any portion of the licenses granted hereunder, effective immediately upon written notice, for non-payment by the School.
11. **Notice.** Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt to:

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

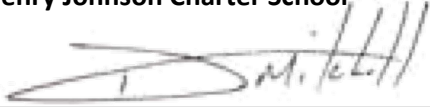
Henry Johnson Charter School
30 Watervliet Avenue
Albany, NY 12206
Attention: Emily Wager
ewager@henryjohnsoncs.org

Notices may be provided by electronic mail.

12. **Choice of Law and Jurisdiction.** This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the State of New York. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of New York.
13. **Entire Agreement.** This document and all exhibits, attachments and subsequent School purchase orders represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

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

Henry Johnson Charter School



Name: Dustin Mitchell

Title: Head of School

Curriculum Associates, LLC



Name: Robert Waldron

Title: Chief Executive Officer

Curriculum Associates®

Prepared For:

Emily Wager
Henry Johnson Charter School
30 Watervliet Ave,
Albany, NY 12206

1/22/2020

Dear Emily Wager,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 200816.2 Valid through: 12/31/2020

Product	List Price	Net Price
i-Ready	\$18,990.00	\$17,490.00
Toolbox	\$6,600.00	\$5,610.00
	List Total:	\$25,590.00
	Savings:	\$2,490.00
	Shipping/Tax/Other:	\$0.00
	Total:	\$23,100.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Angela Gitto

agitto@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 200816.2 Date: 1/22/2020 Valid through: 12/31/2020

Prepared For:
 Emily Wager
 Henry Johnson Charter School
 30 Watervliet Ave,
 Albany, NY 12206
 ewager@henryjohnsoncs.org
 (518) 432-4300

Your Representative:
 Angela Gitto

 agitto@cainc.com

i-Ready					
Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	15003.0	1	\$17,490.00	\$17,490.00	\$17,490.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Subtotal:					\$17,490.00

Toolbox					
Product Name	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Math and Reading + Writing Per Site 351-500 students (1 Year)	28425.0	1	\$6,600.00	\$5,610.00	\$5,610.00
Toolbox Subtotal:					\$5,610.00

Total	
List Total:	\$25,590.00
Savings:	\$2,490.00
Merchandise Total:	\$23,100.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$23,100.00

Special Notes
 For Fall 2020 Renewal. 15% Blended Learning Discount applied to Toolbox contingent upon purchase of i-Ready.

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

Please submit this quote with your purchase order

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i-Ready Assessment and Personalized Instruction

i-Ready integrates powerful assessments with engaging instruction to help all students grow and succeed.

Program Components

i-Ready Assessment and *i-Ready Personalized Instruction* are available as subscription-based, vendor-hosted, Software-as-a-Service (SaaS) applications. Your annual license fee includes:

- Account setup and management with a dedicated account manager
- Unlimited access for authorized district users to *i-Ready's*:
 - Adaptive Diagnostic assessments (available for Grades K–8)*
 - Growth Monitoring assessments (available for Grades K–8)
 - Standards Mastery assessments (available for Grades 2–8)
 - Personalized Instruction and practice (available for Grades K–8)
 - Interactive Learning Games (available in Mathematics only for Grades K–5)
 - Downloadable Tools for Instruction lesson plans (available for Grades K–8)
 - Portfolio of powerful reporting and information management tools
 - On-demand access to *i-Ready Central*® website for implementation and training resources
- Application hosting and security
- Unlimited access via toll-free telephone and email to our Technical Support and Customer Service teams
- All program maintenance, updates, upgrades, and enhancements during the active term

*With select functionality available for Grades 9–12

i-Ready:

- Provides a complete picture of student performance and growth
- Pinpoints strengths and knowledge gaps to the sub-skill level
- Helps educators look across groups of students to understand strengths, target areas of need, and spot trends
- Translates assessment data into targeted instructional recommendations, saving teachers time
- Motivates students with access to their own personalized growth goals and learning path
- Offers engaging digital instruction and practice that is proven to drive gains for students at all levels and is backed by evidence under the Every Student Succeeds Act





Teacher Toolbox for Mathematics, Reading, and Writing

Teacher Toolbox supports educators in differentiating whole class and small group instruction to students performing on, below, and above grade level. A digital collection of K–8 instructional resources, Teacher Toolbox provides users with access to a wealth of standards-based lessons to support students' paths to proficiency.

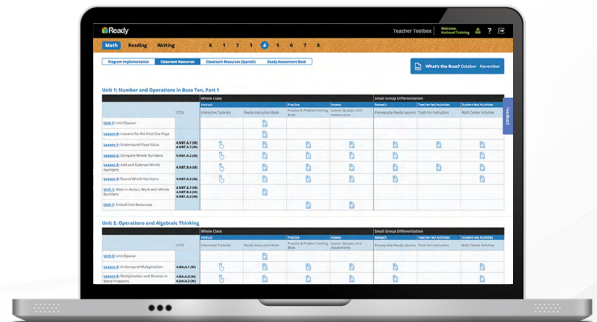
Program Components

Teacher Toolbox is available as a subscription-based, vendor-hosted, online portal. Your annual license includes:

- Unlimited access to content across grades for authorized district users:
 - *Ready® Mathematics* and *Ready Reading* Instruction (available for Grades K–8) and *Ready Writing* Instruction (available for Grades 2–5)
 - Interactive Tutorials for Mathematics and Reading (available for Grades K–8)
 - Tools for Instruction lesson plans for Mathematics and Reading (available for Grades K–8)
 - Benchmark and formative assessments for Mathematics and Reading (available for Grades 2–8)
 - Spanish instruction for Mathematics (available for Grades K–8)
 - Program implementation supports
 - Additional materials that differ by subject area: Center Activities, Lesson Quizzes, Family Letters
- Unlimited access via toll-free telephone and email to our Technical Support and Customer Service teams
- All program maintenance, updates, upgrades, and enhancements during the active term

Benefits of Teacher Toolbox:

- Provides access to research-based lessons that are backed by extensive validity evidence and address grade-level standards
- Equips teachers with prerequisite and enrichment lessons to advance students' individual learning needs
- Builds engagement through a range of resources as well as discourse supports and classroom routines
- Allows teachers to spend less time searching for materials through an easy-to-navigate interface that's organized by lesson and standard
- Supports data-driven instruction when used with *i-Ready Assessment*, providing targeted content for areas of need as identified in *i-Ready* reports



Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates®

Placing an Order

Please attach quote to all signed purchase orders.

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

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

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

Payment Terms

Payment terms are as follows:

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

i-Ready®

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

Return Policy

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