

**NOVATION, ASSUMPTION, AND CONSENT AGREEMENT
BY AND BETWEEN
THE SAN JOSÉ UNIFIED SCHOOL DISTRICT
AND
IMAGINATION STATION, INC.**

This NOVATION, ASSUMPTION, AND CONSENT AGREEMENT (“**Assignment**”) is made this 19th day of May, 2025 (“**Effective Date**”), by and between the San José Unified School District, a California public school district (“**SJUSD**”) and Imagination Station, Inc. (“**Istation**”). SJUSD and Istation may be individually referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, SJUSD and Imagination Station, Inc. (“**Istation**”) entered into a Software Subscription Agreement effective June 10, 2021, attached hereto as **Exhibit A**, and incorporated herein by this reference (“**Agreement**”), for Istation to perform the services described in the Agreement (“**Services**”); and

WHEREAS, on June 11, 2024 (“**Effective Date**”) Istation merged with Amira Learning; and

WHEREAS, Amira Learning desires to substitute itself with Istation in the Agreement so that Amira Learning can perform the remainder of the Services and assume all liabilities of Istation under the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein set forth, the Parties agree as follows:

AGREEMENT

1. Consent. SJUSD consents to the substitution and novation of Amira Learning in place and instead of Istation in the Agreement from and after the Effective Date, and Amira Learning agrees to the substitution and novation. Any reference to “Contractor” in the Agreement shall hereinafter refer to and mean Amira Learning.
2. Assumption. As of the Effective Date, Amira Learning agrees to assume and be bound by the Agreement, and to perform all obligations of the Contractor under the Agreement according to all applicable terms and conditions therein. By way of this assumption, Amira Learning agrees to assume all rights, obligations, and liabilities of Istation in any way arising from or related to the Agreement, or Istation’s performance of the Services under the Agreement as if Amira Learning were the original party to the Agreement. Amira Learning expressly agrees and acknowledges that by entering into this Assignment SJUSD is not waiving any right to recover against Amira Learning for a claim against

Istation related to Istation's performance of the Services under the Agreement, that arose prior to the Effective Date.

- 2.1.** Amira Learning ratifies all previous actions taken by Istation with respect to the Agreement with the same force and effect as if the actions had been taken by Amira Learning.
- 2.2.** SJUSD recognizes Amira Learning as the successor in interest in and to the Agreement. Amira Learning shall be entitled to all rights, title, and interests of Istation in and to the Agreement as if Amira Learning was the original party to the Agreement.
- 2.3.** Without limiting the generality of the foregoing assumption of the Agreement hereunder, Amira Learning agrees to the "Indemnity" provision of the Agreement.
- 3.** Insurance. Amira Learning shall obtain all policies of insurance at the limits set forth in section 9 of the Agreement. Amira Learning shall provide to SJUSD certificates and endorsements for all applicable policies of insurance under the Agreement within ten (10) business days of the date Amira Learning executes this Agreement. As of the Effective Date, compliance with this section shall be a condition precedent to SJUSD's approval of any request for payment under the Agreement.
- 4.** Entire Agreement. This Assignment constitutes the entire agreement concerning the substitution and novation between the Parties and it may not be modified, altered, or amended other than in writing executed by the party sought to be charged thereby. No extrinsic evidence whatsoever shall be admissible to vary, supplement, explain, interpret, or otherwise modify the terms of this completely integrated agreement.
- 5.** Counterparts. This Assignment may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.
- 6.** Governing Law/Venue. This Assignment shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. If SJUSD is named in any action or proceeding brought to enforce the terms and conditions of this Assignment, venue shall be maintained in Santa Clara County, the county in which SJUSD's administrative offices are located.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE NOVATION, ASSUMPTION AND CONSENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS NOVATION, ASSUMPTION AND CONSENT, AND THE PERSON SIGNING THIS NOVATION, ASSUMPTION, AND CONSENT HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS NOVATION, ASSUMPTION, AND CONSENT.



ACCEPTED, AGREED AND CONSENTED TO on the Effective Date specified above.

Dated: May 23, 2025

Dated: 5/19/2025

San José Unified School District

Amira Learning

DocuSigned by:

By: 24398E33D9794D1... 

By:  Manika Flood

Print Name: Tracy Morrison

Print Name: Monika Flood

Print Title: Director, Procurement

Print Title: Chief Financial Officer

EXHIBIT A
SOFTWARE SUBSCRIPTION AGREEMENT



Every Student Deserves to Feel Powerful!

Discover hidden strengths with dynamic intervention and instruction.

Quote Q-31619-4

Prepared For:

San Jose Unified School District
855 Lenzen Ave
San Jose, CA
95126-2736

Your Istation Partner:

Zachary Honadel
zhonadel@istation.com
+1 7152710590



BBB Rating: A+



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

Quote: Q-31619-4
Prepared For: San Jose Unified School District
Expires On: 7/31/2021

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Custom Virtual Learning Services

Custom Virtual Learning Services for 14 webinars (3-hour)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Custom Virtual Learning Services	7/1/2021	60	6/30/2026		\$10,500.00
Custom Virtual Learning Services TOTAL:						\$10,500.00

Istation Reading en Español

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Almaden Elementary	\$22,775.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Darling (Anne) Elementary	\$22,775.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Gardner Academy	\$39,235.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Grant Elementary	\$39,235.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Horace Mann Elementary	\$39,235.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Lowell Elementary	\$22,775.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Merritt Trace Elementary	\$48,725.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	River Glen School	\$39,235.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Selma Olinder Elementary	\$22,775.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Walter L. Bachrodt Elementary School	\$39,235.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Washington Elementary	\$39,235.00
1	Istation Reading en Español	7/1/2021	60	6/30/2026	Willow Glen Elementary	\$48,725.00
Istation Reading en Español TOTAL:						\$423,960.00

Istation Reading

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading	7/1/2021	60	6/30/2026	Allen at Steinbeck Elementary School	\$54,030.00

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading	7/1/2021	60	6/30/2026	Almaden Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Booksin Elementary	\$63,440.00
1	Istation Reading	7/1/2021	60	6/30/2026	Canoas Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Carson (Rachel) Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Darling (Anne) Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Empire Gardens Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Ernesto Galarza Elementary	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Gardner Academy	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Grant Elementary	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Graystone Elementary	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Hacienda Science/Environmental Magnet (Elem)	\$63,440.00
1	Istation Reading	7/1/2021	60	6/30/2026	Hammer Montessori at Galarza Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Horace Mann Elementary	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Los Alamitos Elementary	\$63,440.00
1	Istation Reading	7/1/2021	60	6/30/2026	Lowell Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Merritt Trace Elementary	\$63,440.00
1	Istation Reading	7/1/2021	60	6/30/2026	Reed Elementary	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	River Glen School	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Schallenberger Elementary School	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Selma Olinder Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Simonds Elementary	\$63,440.00
1	Istation Reading	7/1/2021	60	6/30/2026	Terrell Elementary	\$31,460.00
1	Istation Reading	7/1/2021	60	6/30/2026	Walter L. Bachrodt Elementary School	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Washington Elementary	\$54,030.00
1	Istation Reading	7/1/2021	60	6/30/2026	Williams Elementary	\$63,440.00
1	Istation Reading	7/1/2021	60	6/30/2026	Willow Glen Elementary	\$63,440.00
Istation Reading TOTAL:						\$1,321,550.00

Credit

Credit for previously purchased ISIP (assessment) products.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Credit	7/1/2021	60	6/30/2026		\$-75,297.83
Credit TOTAL:						\$-75,297.83

SUBTOTAL:	\$1,680,712.17
DISCOUNT:	(\$349,102.00)
TAX (if applicable):	
CUSTOMER TOTAL:	\$1,331,610.17



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

Quote: Q-31619-4
Prepared For: San Jose Unified School District
Expires On: 7/31/2021

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Subscription Start Date: 7/1/2021 Subscription Term: 60 Subscription End Date: 6/30/2026

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

DocuSigned by:
Zach Honadel
Signature: _____
CD65B5A15035490...
Printed Name: Zach Honadel
Regional Team Lead CA
Title: _____
Dated: 6/10/2021

San Jose Unified School District

DocuSigned by:
Laura Garcia
Signature: _____
4C1FAD7B385E493...
Printed Name: Laura Garcia
Assistant Manager, Procurement
& Contract Management DS SV
Title: _____
Dated: 6/10/2021
PO # (if available): _____

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

Primary Implementation Contact

Name: Rachel Powell
Email: Director, Curriculum & Instructions
Phone: (408) 535-6000

Accounts Payable / Billing Contact

Name: Accounts Payable
Email: AccountsPayable@sjusd.org
Phone: (408) 535-6000

District Technology Contact

Name: Manager
Email: tdshelpdesk@sjusd.org
Phone: (408) 535-6000

District Data Contact

Name: Manager
Email: tdshelpdesk@sjusd.org
Phone: (408) 535-6000

Istation Terms of Use

Imagination Station, Inc. (“**Istation**”) welcomes you. 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.**
 - a. 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.
 - b. 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.**

- a. 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.
- b. 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.**
 - a. 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.
 - b. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
 - c. 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.
 - d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. Any deviations from any of these Terms require prior written consent from Istation.

7. Conduct.

- a. 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.

- b. 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.**

- a. 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.
- b. 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.

9. No Control over Submissions.

- a. Istation has no obligation to monitor the Submissions, Your use of the Resources, or any other aspect of the Web Site. However, Istation reserves the right to review the Submissions and any other materials posted to the Web Site and to edit, refuse to post, and remove any Submission or such other materials in Istation's sole discretion (regardless of the reason). Additionally, Istation has the right to implement, in Istation's sole discretion, bad word filters or other filters designed to disable offensive or inappropriate language in connection with use of the Resources (but in no event is Istation required to implement any such filters). Istation assumes no liability relating to Istation's monitoring, editing, or removal acts or omissions. Istation does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Web Site will be entirely free of 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 material or that users of the Web Site will not encounter inappropriate or illegal conduct from others.
- b. 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.
- c. 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.

10. Indemnification. To the extent allowed by law, You shall indemnify, defend, and hold harmless Istation, Istation's affiliates, and Istation's and Istation's affiliates' respective shareholders, members, partners, directors, managers, officers, employees, contractors, agents, information providers, suppliers, and attorneys (collectively the "**Affiliated Group**") from any and all liabilities,

losses, claims, and expenses, including, but not limited to, all legal fees and costs (including, but not limited to, reasonable attorney fees), resulting from, arising from, or relating to (i) Your failure to comply with these Terms, (ii) Your access to, or use of, the Resources and the Resource Materials (including, but not limited to, compliance with applicable laws in connection with such access or use), (iii) output generated by Your access to, or use of, the Resources and the Resource Materials, (iv) the Submissions, including, but not limited to, writings prepared by students, and Your failure to have all rights and authority necessary (including, but not limited to, third-party consents) to submit the Submissions to Istation, (v) Your failure to comply with COPPA or COPPA's rules and regulations (including, but not limited to, Your failure to obtain parental consent of Submissions of personal information of a child under 13 years of age), or (vi) the unauthorized use, handling, or release of data relating to Your access to, or use of, the Resources or the Resource Materials. Istation has no duty to reimburse, defend, indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources, or the Resource Materials.

11. **Confidentiality.** Except where required by law as part of open records requirements, each party hereto shall hold in trust for the other party hereto and shall not disclose to any non-party to these Terms, any Confidential Information of the other party. Confidential Information is information which relates to the party's research, development, trade secrets business affairs, customer lists, any and all pricing terms of or relating to the Purchased Resources, or anything that could reasonably be considered confidential, provided that, Confidential Information shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of these Terms by the recipient or any of its representatives; (b) at the time of disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by a contractual obligation to the disclosing party; (c) was known by or in the possession of the recipient or its representatives, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party under these Terms; or (d) was or is independently developed by the recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information.
12. **Termination.** Istation reserves the right to modify, suspend, or discontinue all or any portion of the Resources at any time, without notice,
 - a. if Istation finds that You (including, but not limited to, Your Company or any Authorized User)
 - (a) have violated these Terms or accessed or used the Resources or Resource Materials beyond the scope of the rights granted for a purpose not authorized under these Terms or any

- manner that does not comply with any instruction or requirement of the Resources
- (b) have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities;
- b. Istation receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Istation to do so; or

Upon termination, You (including, but not limited to, Your Company and the Authorized Users) shall be prohibited from accessing or using the Resources or the Resource Materials. Immediately upon any termination of these Terms for any reason, the license granted to You under these Terms and all rights with respect to such license revert in their entirety to Istation. Termination or expiration of these Terms will have no effect on Istation's rights or obligations under the following Sections of these Terms: Sections 4, 6, 7, 8(b), 9, 10, 11, 14, and 15-18.

You are paying in advance for a full five-year term. If at any time during that term, you believe that the Istation products are not meeting the needs of Your district, You will provide Istation with written notice to this effect. Istation will have a 30-day period to attempt to resolve the situation. If after this period of 30-days You continue to desire to terminate the contract, Istation will provide a refund within 30 days for a pro rata amount reflecting the remaining term on the contract. In the event that Istation needs to terminate the agreement you will receive a 30 day notice to attempt to resolve the situation.

13. No Endorsement of Third-Party Sites.

- a. 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.

- b. 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.

14. Disclaimer.

- a. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
- b. 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, MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, 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.

- c. 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 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.
- d. 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.

15. Limitation of Liability and Damages.

- a. THE AFFILIATED GROUP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHER LEGAL THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM (i) ANY PRODUCT OR RESOURCE MATERIALS AVAILABLE ON OR

THROUGH THE RESOURCES, (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE RESOURCES OR THE RESOURCE MATERIALS, (iii) LOSS OF USE, DATA, OR PROFITS, WHETHER RESULTING FROM THE USE OF, OR INABILITY TO USE, THE RESOURCES OR ANY RESOURCE MATERIALS, (iv) THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE RESOURCES OR ANY RESOURCE MATERIALS, OR (v) ANY SUBMISSION (INCLUDING, BUT NOT LIMITED TO, WRITINGS PREPARED BY STUDENTS) EVEN IF THEY WERE CAUSED BY THE NEGLIGENCE OF THE AFFILIATED GROUP OR BY THE NEGLIGENCE OF THE AFFILIATED GROUP'S RESPECTIVE LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, EVEN IF THE CUSTOMER OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM OCCURRING, AND EVEN IF THE REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

- b. YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY Istation OF THESE TERMS IS THE RECEIPT OF A PRO RATA REFUND OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE APPLICABLE RESOURCE. Istation WILL NOT BE LIABLE FOR ANY AMOUNT, REGARDLESS OF THE BASIS OF THE CLAIM, EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.
- c. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- d. IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY MEMBER OF THE AFFILIATED GROUP MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

16. 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.

17. Governing Law. These Terms shall be governed by the laws of the state of Texas, without regard to Texas's choice of law rules. You agree that any action at law or in equity arising out of, or relating to, these Terms shall be filed only in the state and federal courts located in Dallas County, Texas, and You consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

18. Miscellaneous.

- a. 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.

- b. 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.
- c. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.