



## **i-Ready Terms and Conditions of Use**

Please carefully read these terms and conditions of use (the "TOU") of Curriculum Associates LLC's ("CA") proprietary i-Ready System ("i-Ready"). By using your login to access the system, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" in these TOU refer to your organization, which has licensed access to i-Ready from CA. All authorized users within your organization are expected to comply with these TOU.

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### **Data Collection, Ownership, and Security**

In connection with your use of i-Ready, you will be asked to provide CA with data about your students. You represent and warrant that you have the right to provide CA with all of the data you input into i-Ready. As your students use i-Ready, data will be generated about your students' usage, performance, and progress. Both the information you input and the data generated by your students' usage will be referred to in these TOU as "Customer Data." You shall own all right, title, and interest in and to the Customer Data. However, you hereby grant CA: (a) a worldwide, royalty-free license to use the Customer Data during the term of your agreement with CA to host and make access to i-Ready available to you; and (b) a worldwide, royalty-free, perpetual license to use the Customer Data for product development, research, and other purposes, provided, however, that CA will only use Customer Data for the purposes outlined in subsection (b) in de-identified format. Furthermore, CA agrees not to attempt to re-identify de-identified Customer Data and not transfer de-identified Customer Data to any party unless such party agrees not to attempt re-identification.

CA takes the protection of Customer Data, particularly personally identifiable Customer Data, very seriously. CA will not reveal student names, identifiers, or individual assessment results to any third parties. CA will not use any Customer Data to advertise or market to students or parents. For a full description of CA's data handling policies and procedures, please review Curriculum Associates' data handling policy by clicking here: <http://www.i-ready.com/datahandling>.

### Access to i-Ready

Your authorized users will need valid usernames and passwords to access i-Ready. You are responsible for the integrity and security of your usernames and passwords. Please advise CA immediately if any of your usernames and/or passwords have been compromised.

CA will use commercially reasonable efforts to make i-Ready available to you 24 hours a day, except for: (a) planned downtime, of which CA will give you reasonable notice where possible, and which CA 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 CA's 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.

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You shall not, nor permit any of your authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying i-Ready; (b) modify, copy, translate, or create derivative works based on i-Ready or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to i-Ready; (d) use i-Ready for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within your organization; or (e) remove any proprietary notices from i-Ready.

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You must use i-Ready 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.

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EXCEPT AS SET FORTH IN THESE TOU, CA MAKES NO WARRANTIES WITH RESPECT TO i-READY. CA DOES NOT WARRANT THAT I-READY WILL MEET ALL YOUR REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CA EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF i-READY, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

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You shall indemnify, defend, and hold harmless CA and its licensors against any claim brought against CA and/or its licensors by a third party that arises from your use of i-Ready, provided, that CA: (a) promptly gives you written

notice of the claim; (b) gives you sole control of the defense and settlement of the claim; and (c) provides you with reasonable assistance, at your expense, with respect to the defense of such claim.

Choice of Law and Jurisdiction:

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of i-Ready or these TOU.