



STEMscopes Quote

Quote/Invoice Number: 00072822
 Account Name: Crowley Independent School District
 Shipping Address: 512 Peach St
 Crowley, Texas 76036-3119
 United States
 Contact Name: Elizabeth Garcia
 Created Date: 3/9/2022
 Prepared By: Jamie Long

MAIL PAYMENTS TO:

Division: Accelerate Learning Inc.
 Company Address: PO BOX 732464
 Dallas, 75373-2464

Description: STEMscopes Science K-8, Bio, Chem, Physics, Bio ReTEKS Online (1-YEAR)
 RETEKS for 5th & 8th Grade free with District purchase of K-8

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Quantity	Years	List Price	Sales Price	Total Price
TX Grade K Online	978-1-93662-099-9	985.00	1 Year	\$5.25	\$5.25	\$5,171.25
TX Grade 1 Online	978-1-93662-096-2	990.00	1 Year	\$5.25	\$5.25	\$5,197.50
TX Grade 2 Online	978-1-93662-097-5	1,010.00	1 Year	\$5.25	\$5.25	\$5,302.50
TX Grade 3 Online	978-1-93662-096-8	1,030.00	1 Year	\$5.25	\$5.25	\$5,407.50
TX Grade 4 Online	978-1-93662-095-1	1,085.00	1 Year	\$5.25	\$5.25	\$5,696.25
TX Grade 5 Online	978-1-93662-094-4	1,055.00	1 Year	\$5.25	\$5.25	\$5,538.75
TX Grade 6 Online	978-1-93662-093-7	1,150.00	1 Year	\$5.95	\$5.95	\$6,842.50
TX Grade 7 Online	978-1-93662-092-0	1,250.00	1 Year	\$5.95	\$5.95	\$7,437.50
TX Grade 8 Online	978-1-93662-091-3	1,275.00	1 Year	\$5.95	\$5.95	\$7,586.25
TX HS Physics Online	978-1-93662-088-3	1,280.00	1 Year	\$5.95	\$5.95	\$7,616.00
TX HS Chemistry Online	978-1-93662-089-0	1,140.00	1 Year	\$5.95	\$5.95	\$6,783.00
TX HS Biology Online	978-1-93662-090-6	1,300.00	1 Year	\$5.95	\$5.95	\$7,735.00
TX ReTEKS HS Biology (465-1059 Enrollment) Online	978-1-63037-313-9C	2.00	1 Year	\$595.00	\$595.00	\$1,190.00
TX ReTEKS Grade 5 Online	978-1-63037-071-8	15.00	1 Year	\$495.00	\$0.00	\$0.00
TX ReTEKS Grade 8 Online	978-1-63037-073-2	4.00	1 Year	\$695.00	\$0.00	\$0.00

Subtotal: \$77,504.00
 Shipping: \$0.00
 Order Total: \$77,504.00

STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these “**Terms**”) are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, “**ALI**”) and the customer (“**Customer**”) entering into an order (the “**Order**”) that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer.

License and Permitted Use: Subject to Customer’s continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer’s authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the “**STEMscopes Content**”) solely for its internal educational purposes. Customer is responsible for its and its employees’, contractors’, and users’ compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

Product Returns/Exchanges: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI’s distributor. There are no refunds for or returns of un-damaged kit or print materials.

User Information: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual (“**Aggregated Data**”). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

Term: Customer’s license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer’s license or suspend Customer’s access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.