



23-28 Alameda Unified School District. -with annual payments

Alameda Unified School District
2060 Challenger Dr
Alameda, CA 94501
United States

Quote created: June 7, 2023
Quote expires: July 14, 2023
Quote created by: Anne Matz
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This is a service agreement is for a five-year subscription to Inquiry Journeys with annual payments. With this service agreement:

- \$23,740.58 is due by July 31, 2023
- \$63,895.83 is due in July, 2024
- \$63,895.83 is due in July, 2025
- \$63,895.83 is due in July, 2026
- \$63,895.83 is due in July, 2027

Products & Services

Item & Description	Quantity	Unit Price	Total
Inquiry Journeys: Grade K (Annual Subscription for SY23-24)	150	\$17.28	\$2,514.24
Grade K Social Studies curriculum including (priced per student served):			after 3% discount for 1 year
• Teacher access to app.inquired.org			

Item & Description	Quantity	Unit Price	Total
• Instructional guides and student-facing resources • Curriculum-based professional learning system			
Inquiry Journeys: Grade 1 (Annual Subscription for SY23-24) Grade 1 Social Studies curriculum including (priced per student served): • Teacher access to app.inquired.org • Instructional guides and student-facing resources • Curriculum-based professional learning system	150	\$17.28	\$2,514.24 after 3% discount for 1 year
Inquiry Journeys: Grade 2 (Annual Subscription for SY23-24) Grade 2 Social Studies curriculum including (priced per student served): • Teacher access to app.inquired.org • Instructional guides and student-facing resources • Curriculum-based professional learning system	275	\$18.94	\$5,052.25 after 3% discount for 1 year
Inquiry Journeys: Grade 3 (Annual Subscription for SY23-24) Grade 3 Social Studies curriculum including (priced per student served): • Teacher access to app.inquired.org • Instructional guides and student-facing resources • Curriculum-based professional learning system	320	\$18.94	\$5,878.98 after 3% discount for 1 year
Inquiry Journeys: Grade 4 (Annual Subscription for SY23-24) Grade 4 Social Studies curriculum including (priced per student served): • Teacher access to app.inquired.org • Instructional guides and student-facing resources • Curriculum-based professional learning system	192	\$9.22	\$1,717.13 after 3% discount for 1 year
Inquiry Journeys: Grade 5 (Annual Subscription for SY23-24) Grade 5 Social Studies curriculum including (priced per student served): • Teacher access to app.inquired.org • Instructional guides and student-facing resources • Curriculum-based professional learning system	256	\$19.20	\$4,767.74 after 3% discount for 1 year
Inquiry Journeys: Grade K (Annual Subscription)	575	\$17.28	\$9,637.92 / year

Item & Description	Quantity	Unit Price	Total
Grade K Social Studies curriculum including (priced per student served): - Teacher access to app.inquired.org - Instructional guides and student-facing resources - Curriculum-based professional learning system		/ year	after 3% discount for 1 year
Inquiry Journeys: Grade 1 (Annual Subscription) Grade 1 Social Studies curriculum including (priced per student served): - Teacher access to app.inquired.org - Instructional guides and student-facing resources - Curriculum-based professional learning system	635	\$17.28 / year	\$10,643.62 / year after 3% discount for 1 year
Inquiry Journeys: Grade 2 (Annual Subscription) Grade 2 Social Studies curriculum including (priced per student served): - Teacher access to app.inquired.org - Instructional guides and student-facing resources - Curriculum-based professional learning system	660	\$18.24 / year	\$11,677.25 / year after 3% discount for 1 year
Inquiry Journeys: Grade 3 (Annual Subscription) Grade 3 Social Studies curriculum including (priced per student served): - Teacher access to app.inquired.org - Instructional guides and student-facing resources - Curriculum-based professional learning system	670	\$18.24 / year	\$11,854.18 / year after 3% discount for 1 year
Inquiry Journeys: Grade 4 (Annual Subscription) Grade 4 Social Studies curriculum including (priced per student served): - Teacher access to app.inquired.org - Instructional guides and student-facing resources - Curriculum-based professional learning system	695	\$9.22 / year	\$6,215.66 / year after 3% discount for 1 year
Inquiry Journeys: Grade 5 (Annual Subscription) Grade 5 Social Studies curriculum including (priced per student served): - Teacher access to app.inquired.org - Instructional guides and student-facing resources - Curriculum-based professional learning system	675	\$19.20 / year	\$12,571.20 / year after 3% discount for 1 year
Clever Single Sign On Service Charge Per school service fee for Clever single sign on implementation	9	\$144.00 / year	\$1,296.00 / year for 1 year

Subtotals

Annual subtotal	\$63,895.83
	after \$1,936.07 discount
One-time subtotal	\$22,444.58
	after \$694.17 discount
Total	\$279,323.90

CUSTOMER AGREEMENT:

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement is outlined in the accepted agreement. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend inquirED's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Subscriptions with length of terms equal to or less than twenty-four (24) months, upon the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will remain the same as the prior Contract Term, unless inquirED provides notice of different pricing at least sixty (60) days prior to the applicable Renewal Term.

inquirED will issue Invoice(s) for Product/Services noted above upon execution of this Customer Agreement. Customer will pay the applicable fees set forth in the Invoice ("Fees"), in the Invoice-stated currency. Unless the Invoice otherwise states, Customer will pay such Fees within thirty (30) days after the date of the invoice. All Fees are non-cancelable and fees paid are non-refundable unless otherwise provided in this Agreement.

This Customer Agreement is subject to inquirED's Terms of Use and Privacy Policy.

Terms of Use: See Addendum 1

Data Privacy Policy: <https://www.inquired.org/data-privacy-policy>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable).

If a Purchase Order is required, it should be sent to billing@inquired.org as soon as available.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and inquirED has the right to rely on that authorization.

Signature

Heather Little President, Board of Education	Sign: _____ Date: _____
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Questions? Contact me



Anne Matz
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inquirED
4422 N Ravenswood Ave
Chicago, IL 60640
United States

Addendum 1

Terms of Service

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS”) CAREFULLY. BY ACCESSING OR USING WWW.APP.INQUIRED.ORG (THE “APPLICATION”) OR ANY OTHER WEBSITES OR APPLICATIONS OF INQUIRED, LLC (“INQUIRED” “WE” OR “US”) THAT LINK TO THESE TERMS, OR ANY OF THE SERVICES PROVIDED OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION (COLLECTIVELY, THE “SERVICES”) YOU (“YOU” OR “USER”) REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS.

1. General.

1.1. Acceptance; Authority. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Application, you agree to these Terms. If you do not agree, or do not have all requisite authority and consent to be bound by the Terms (as further described below), you may not access or use the Application or Services in any way.

1.2. Users. Access to the Application is limited to educators (“Users”) for the sole purpose of non-commercial instructional and administrative purposes within the an educational system.

1.3. Additional Terms. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1.4. Eligibility. By registering for or using the Services in any way, you represent and warrant that you meet all eligibility criteria set forth in these Terms. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

1.5. Modifications. Please regularly check the Application, as applicable, to view the then-current Terms. When changes are made, inquirED will make a new copy of the Terms available on the Appliation, as applicable, and we will update the “Last Updated” date at the top of the Terms. The Terms are subject to change by inquirED in its sole discretion at any time. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using the Services and please contact us to have your account deleted. Otherwise, your continued use of the Application and/or Services constitutes your acceptance of such change(s). Any changes to the Terms will be effective immediately for new Users of the Services.

1.6. ARBITRATION. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. MORE INFORMATION ABOUT ARBITRATION IS INCLUDED BELOW.

2. Services.

2.1 Use of the Services. The Application and Services, and the information, data and content made available on the Application or Services (“Content”) are protected by copyright and other intellectual property and proprietary rights laws throughout the world. Subject to the Terms, inquirED grants you a limited license to access, view, download, print or reproduce certain portions of the Services, as designated by inquirED, for the sole purpose of using the Services for your (or your Students’ or School’s) educational, non-commercial purposes.

2.2. Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Application or Services; (b) you shall not use framing techniques to enclose any trademark or logo on the Application or Services; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Application or Services except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law; (d) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Application or Services; (e) except as expressly stated herein, no part of the Application or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, provided that you may reproduce or print certain Content made available through the Application or Services, as designated by inquirED, on behalf of your Students; and (f) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Application or Services. Any future release, update or other addition to the Application or Services shall be subject to the Terms. inquirED, its licensors, suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Application or Services terminates the licenses granted by inquirED pursuant to the Terms.

3. Registration.

In order to access certain features of the Services, you must have a registered account for the Services (“Account”).

3.1. Registration Data. In registering for the Services, you (a) agree to provide all necessary information about yourself and your School (“Registration Data”); (b) represent and warrant that all Registration Data is true, current, and complete; and (c) agree to maintain and promptly update the Registration Data to keep it true, current, and complete.

3.2. Responsibility. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify inquirED immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by inquirED, or if you have been previously banned from any of the Services.

3.3. Accounts for Educational Institutions and Educators (Teachers and Administrators).

3.4.1. Teacher and Administrator Accounts. Currently, inquirED offers two different types of Accounts on the Services for educational professionals receiving the Services on behalf of a School: “Teacher” Accounts and “Administrator” Accounts. Authority to create either of these Account types shall be determined by the appropriate individual at a School.

3.4.2. Authority; Consent.

3.4.2.1. Individual Users. By accessing or using the Services in any way, you are representing that you have the authority and permission to enter into the Terms on your own behalf and to use the Services as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any Student with whom you use the Services.

3.4.2.2. Use By or on Behalf of an Entity. If you are using or accessing the Services on behalf of a School, in addition to being an eligible individual user (as set forth above), you must also have the authority and permission to enter into the Terms on behalf of the School and to use the Services on such School's behalf as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any particular Students. In such cases, the term "you" as used herein shall also refer to such School. Your School also be responsible for any activities, including any violation of the Terms, that occur under your Account and any Accounts created using your Account.

3.4.3. Changes in Eligibility. In the event that you are no longer employed by your School (or another School through which you receive Services) you (i) must notify inquirED immediately of such change and (ii) are not permitted to continue to view or use your Account.

4. User Content.

4.1. License to User Content. By submitting, providing, uploading, posting, e-mailing, transmitting or otherwise making available ("Make Available") any Content to inquirED, including on or through the Services, (such Content, your "User Content"), you grant to inquirED a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display such User Content in connection with the Services.

4.2. Responsibility. You acknowledge that you, and not inquirED, are entirely responsible for all User Content you Make Available through the Services, and that other Users of the Services, and not inquirED, are similarly responsible for all User Content they Make Available through the Services. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services. You agree that inquirED will not be responsible for any liabilities incurred as the result of such interaction. You use all User Content and interact with other Users at your own risk.

4.3. No Obligation to Monitor Content. You acknowledge that inquirED has no obligation to review, monitor or pre-screen Content on the Services, although inquirED reserves the right in its sole discretion to review, monitor, pre-screen, refuse, modify, or remove any Content (a) that violates any law or regulation; (b) that violates these Terms; (c) that otherwise creates or may create liability for inquirED; or (d) for any other reason inquirED determines in its sole discretion. Except as expressly set forth in these Terms, inquirED does not approve, endorse or make any representations or warranties with respect to User Content.

4.4. Security. Although inquirED takes security very seriously and works very hard on behalf of Teacher and School privacy, including by using various industry standard measures to protect Content on the Services, no method of transmission or electronic storage on the internet is 100% secure. Therefore, inquirED cannot guarantee the security of any User Content. Except as expressly set forth herein or otherwise agreed to by inquirED in writing, (a) inquirED has no obligation to store any User Content and (b) inquirED has no responsibility or liability for (i) the deletion or accuracy of any Content, including User Content, (ii) the failure to store, transmit or receive transmission of Content, including User Content, or (iii) the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

5. User Agreements

5.1. Services. Except with respect to your User Content, you agree that inquirED and its licensors and suppliers own all rights, title and interest in the Services. inquirED's name and other related logos, service marks and trade names used on or in connection with the Services are the trademarks and intellectual property of inquirED and may not be used without InquirED's permission. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

5.2. Ownership of Content. Except with respect to your User Content, you agree that you have no right or title in or to any Content that appears on or in the Services. inquirED does not claim ownership of your User Content.

5.3. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to inquirED through its suggestion or similar pages ("Feedback") is done on a non-confidential basis and that inquirED has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to inquirED a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

6. Third-Party Websites.

The Services may contain links to third-party websites ("Third-Party Websites"). Such Third-Party Websites are not under the control of inquirED. Although inquirED makes reasonable efforts to curate the Content it makes available on the Services, inquirED is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third party.

7. Hold Harmless Clause

Mutual Hold Harmless Clause: Under this Agreement, AUSD agrees to indemnify, defend and hold inquirEd harmless, including its officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness, or injury to persons or property from any cause whatsoever arising from or connected with the activities under this Agreement by inquirEd and the rights, responsibilities, and obligations of inquirEd hereunder, resulting from the conduct, in whole or in part (comparative liability), of inquirEd, its officers, trustees, agents, representatives, or employees under this Amendment, to the extent permitted by law, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of AUSD, its officers, employees, agents, representatives, and invitees.

Under this Agreement, inquirEd agrees to indemnify, defend and hold AUSD harmless, including its officers, trustees, agents, representatives and employees from any and all liabilities and claims of any nature or damages of any character whatsoever, including death, sickness, or injury to persons or property from any cause whatsoever arising from or connected with the activities under this Agreement by AUSD and the rights, responsibilities, and obligations of AUSD hereunder, resulting from the conduct, in whole or in part (comparative liability), of AUSD, its officers, trustees, agents, representatives, or employees under this Amendment, to the extent permitted by law, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of inquirEd, its officers, employees, agents, representatives and invitees.

8. Procedure for Making Claims of Copyright Infringement.

It is inquirED's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to inquirED by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

9. Term and Termination.

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Terms. If you have materially breached any provision of the Terms, or if inquirED is required to do so by law (e.g., where the provision of the Application or the Services is, or becomes, unlawful), inquirED has the right to immediately suspend any Services and licenses provided to you under this Agreement (“Suspension”). Following Suspension, inquirED and your Teacher and/or School, as applicable, will work together in good faith to determine whether to reinstate your access to (and any associated licenses to) the Services or permanently terminate your Services. Notwithstanding the foregoing, inquirED may terminate your Account immediately in its sole discretion in the event that (a) you are a repeat infringer for purposes of inquirED’s copyright infringement policy as described in Section 14 or (b) you violate any restriction of these Terms after inquirED makes reasonable efforts to provide you with notice of a previous violation. You agree that inquirED shall not be liable to you or any third party for any Suspension or termination of your Account made in accordance with the Terms. Termination of any Services includes removal of access to such Services and barring of further use of the Service. Termination of all Services also may include deletion of your password and your User Content. Upon termination of any Service, your right to use such Services will automatically terminate immediately. inquirED will not have any liability whatsoever to you for any Suspension or termination, including for deletion of your User Content. Upon early termination of the Services by inquirED, inquirED will refund to you a pro rata portion of fees paid to inquirED hereunder to the extent such fees are for Services that have not yet been rendered or made available to you. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, indemnification, warranty disclaimers, and limitation of liability.

10. General Provisions.

Release Acknowledgment

Except to the extent prohibited by applicable law, you hereby release inquirED Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is indirectly related to or arises from any interactions with or conduct of other Users or Third-Party Websites of any kind, arising in connection with or as a result of the Terms or your use of the Services.

Dispute Resolution

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

(a) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from JAMS. As modi

be governed by JAMS’s rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes.

(b) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(c) You and we must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF, (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (4) we also reserve the right in our sole and

exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitrator's award shall be final and may be enforced in any court of competent jurisdiction; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees' and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

(d) Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim or cause of action) between you and inquirED and our employees, agents, successors or assigns, regarding or relating to these the Services or these Terms, shall exclusively be settled through binding and con

(e) Notwithstanding the foregoing, either you or we may bring an individual action in small claims court. Further, claims of infringement or misappropriation of the other party's patent, copyright, trademark or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Alameda County, CA. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Alameda County, CA in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within Alameda County, CA for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (1) and (2) in the paragraph 16.2(c) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with these Terms, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subparts (1) and (2) in the paragraph 16.2(c) (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Chicago, IL.

(g) Notwithstanding any provision in these Terms to the contrary, if we seek to terminate the Dispute Resolution section as included in these Terms, any such termination shall not be effective until 30 days after the version of these Terms not containing the agreement to arbitrate is posted to the Website, and shall not be effective as to any claim of which you provided inquirED with written notice prior to the date of termination.

(h) For more information on JAMS, its Rules and Procedures, and how to at 800-352-5267 or visit the JAMS website at <http://www.jamsadr.com>.

(i) Any and all controversies, disputes, demands, counts, claims or causes of action between you and inquirED and our employees, agents, successors, or assigns, regarding or relating to these the Services or these Terms, shall exclusively be governed by the internal laws of the State of Illinois, without regard to its choice of law rules and without regard to con

(j) Miscellaneous. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without inquirED's prior written consent, and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void. inquirED may assign this Agreement without your consent. inquirED shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. Where inquirED requires that you provide an e-mail address, you are responsible for providing inquirED with your most current e-mail address. In the event that the last e-mail address you provided to inquirED is not valid, or for any reason is not capable of delivering to you any notices required permitted by the Terms, inquirED's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to inquirED at the following address: 4422 N Ravenswood Ave, Chicago, IL 60640. Such notice shall be deemed given when received by inquirED by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Unless you have entered into a separate School Agreement, the Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

InquirEd and all personnel designated by inquirEd to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.

Sign: _____

Date: _____