



inquirED SERVICE AGREEMENT

This agreement ("Agreement") is made and effective on March 25, 2022 between:

SERVICE PROVIDER: inquirED, LLC
4422 N Ravenswood Ave
Chicago, IL 60640

SUBSCRIBER: Readington Township School District
52 Readington Road
Whitehouse Station, NJ 08889R

SERVICES & INVOICING

1. Application and Instructional Content

- a. inquirED's web application at <https://app.inquired.org> ("Application") is a teacher development platform which enables educators to access and organize inquirED's instructional content ("Instructional Content"), including:
 - I. inquirED's K-6 social studies curriculum ("Inquiry Journeys"); and
 - II. inquirED's online professional development materials ("Inquiry Foundations").

2. Pricing Proposal

- a. The attached pricing proposal ("Pricing Proposal") includes detailed pricing and quantities applicable to this Agreement.

3. Services

- a. Application Subscriptions: Subject to the terms and conditions of this Agreement, inquirED hereby grants to the Subscriber access to Instructional Content via the Application as outlined in the attached Pricing Proposal.
- b. Additional Services: Subject to the terms and conditions of this Agreement, inquirED will provide the additional services outlined in the attached Pricing Proposal.

4. Invoicing

- a. Subscriber agrees to pay inquirED for Services outlined in Products & Services Pricing Overview section of this Agreement.
- b. Payment must be made to "inquirED, LLC." The Billing Contact will be invoiced and payment is due within 30 days of receipt.



SUBSCRIBER OBLIGATIONS

1. Subscriber

- a. Subscriber has assigned the following contact to be responsible for all contract decisions and is the authorized signer, ("Primary Contact") :

Name

Title

Email

Phone

- b. Subscriber has assigned the following contact to be responsible for all billing issues, ("Billing Contact"). If contact information is not provided, the Primary Contact will be considered the Billing Contact:

Name

Title

Email

Phone



AGREEMENTS

1. Term and Termination.

- a. The term of the Subscription begins on July 1, 2022 and will continue through June 30, 2027.

2. Access and Use Terms.

- a. Access to the Application is limited to educators (“Educators”).
 - I. Educators are those uniquely identified individuals who are authorized by the Subscriber to install and/or use the functionality in the Application for any purpose regardless of whether those individuals are actively using the programs at any given time. Licenses granted on a user basis may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple Users.
- b. Subject to the terms and conditions of this Agreement, inquirED hereby grants to each Educator, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Application.
 - I. Educators shall access and use the Services solely for non-commercial instructional and administrative purposes within the Subscriber’s system. Further, the Subscriber shall not except as expressly authorized or directed by inquirED: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Services, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer Services or otherwise use the Services to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Services; (d) rent, lease, or lend the Services or use the Services for the benefit of any third party.
 - II. Educators are responsible for protecting Login Credentials from unauthorized use, and are responsible for all activity that occurs under those Login Credentials. Educators agree to notify inquirED immediately if an Educator believes that any Login Credentials have been or may be used without permission so that appropriate action can be taken.
 - III. inquirED may terminate any Login Credentials in its sole discretion.
 - IV. Instructional Content is licensed, not sold, to Subscribers. inquirED retains all rights, title, and interest in and to the Instructional 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 Subscriber.



3. Student Data

- a. “Student Data” includes all data that personally identifies a student, such as name, address, username, and password, or any other non-public information about a Student, such as a Student’s educational records and performance, but does not include De-Identified Data (as defined below). inquirED will only collect and use Student Data as necessary to fulfill its duties to provide and improve the Services.
- b. inquirED may create and use De-Identified Data. “De-identified Data” means data with all direct and indirect personal identifiers removed such as name, school ID numbers, date of birth, demographic information and location information, to the extent any is collected. inquirED agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data to any party unless that party agrees not to attempt re-identification.
- c. Teachers and Administrators using inquirED are solely responsible for ensuring that you and your School are compliant with all applicable laws and regulations related to your disclosure of Student Data and other Student information (“Student Records”) to inquirED in connection with the Services, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Without limiting the generality of the foregoing, for all Student Records disclosed to inquirED, you represent and warrant, to the extent required by applicable law such as FERPA, that your School has (a) notified such Students’ parents or legal guardians of your use of third party services, including inquirED, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such Students. If such Student is 18 years old or older, the notice and consent requirements of (a) and (b) shall apply to the Student instead of such Student’s parent or legal guardian.
- d. inquirED will not (a) sell or trade Student Data; (b) use any Student Data to advertise or market to Students or their parents or legal guardians; or (c) use Student Data except as expressly stated herein. From time to time, inquirED may direct advertising or marketing to Schools but shall de-identify any Student Data used in connection with such marketing efforts.
- e. inquirED will make Student Data available upon a verified request by the School, Teacher, Parent or Administrator who provided such Student Data or who would otherwise have verified authority to receive such Student Data.
- f. inquirED does not scan Student Data for the purpose of advertising or marketing to Students or their parents or legal guardian (also known as “Data Mining”).
- g. When Student Data is no longer needed for the provision of the Services, at the request of the School, Student or Student’s parent or legal guardian, as applicable, inquirED will destroy all Student Data in its possession, and in the possession of any subcontractors or agents to which inquirED transferred Student Data, or transfer such Student Data to the requesting School, if legally permitted.
- h. inquirED may rely on one or more subcontractors to perform the Services. Upon request, inquirED agrees to share with you the names of subcontractors that have direct access to Student Data Made Available by you. All subcontractors and successor entities of inquirED will be subject to the protections for Student Data set forth in these Terms.
- i. All intellectual property rights in Student Data not granted herein shall remain the exclusive property of the School, Student or Student’s parent or legal guardian, as applicable.



4. Modifications

- a. Subscribers acknowledge that Instructional Content on the Application is periodically enhanced, improved, and made current. Instructional Content is provided on an “as is” basis, without any representations or warranties of any kind, express, implied or statutory.

5. Third Party Software

- a. Subscriber acknowledges that the Application may require additional third party services ("Third Party Services") or third party technology ("Third Party Technology"). Subscriber agrees that the rights and licenses with respect to Third Party Technology and Third Party Services shall be under the terms set forth in the pertinent purchase, license or services agreements between Subscriber and the vendors of such Third Party Software or Third Party Services. Subscriber shall execute and comply with appropriate purchase, license, or services agreements with respect to any Third Party Software or Third Party Services. Any amounts payable to third party vendors or service providers under such agreements are the sole responsibility of Subscriber and shall be paid directly by Subscriber to such third party vendors or service providers.



Products & Services Pricing Overview

Item and Description	Quantity	Unit Price	Total
Inquiry Journeys: Grade K (5 Year Subscription) 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	140	\$74.70	\$10,458.00
Inquiry Journeys: Grade 1 (5 Year 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	140	\$74.70	\$10,458.00
Clever Single Sign On Service Charge Per school service fee for Clever single sign on implementation	15	\$144.00	\$2,160.00
Professional Development One hour of virtual professional development for district/school personnel facilitated by an inquirED Implementation Coach	2	\$1,250.00	\$2,500.00
Inquiry Journeys: Grade 3 (5 Year 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	150	\$78.85	\$11,827.50



Inquiry Journeys: Grade 4 (5 Year 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	160	\$83.00	\$13,280.00
Inquiry Journeys: Grade 5 (5 Year 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	160	\$83.00	\$13,280.00
Inquiry Journeys: Grade 2 (5 Year 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	160	\$78.85	\$12,616.00
Kindergarten Book Set	10	\$61.50	\$615.00
1st Grade Book Set	10	\$65.95	\$659.50
2nd Grade Book Set	10	\$34.02	\$340.20
3rd Grade Book Set	10	\$52.08	\$520.80

Subtotal **\$78,715.00**

Total Discount **\$0.00**

Total \$78,715.00

A Purchase Order will be required by Subscriber for invoicing:



The parties to this Agreement have executed this Agreement.

inquirED

By:

Signature

Shanti Elangovan

Print Name

Mar 25, 2022

Date

Subscriber

By:

Signature

Print Name

Date