



CTAP Online Site License Subscription Agreement

Summary

This agreement grants all licensed users at your school access to CTAP Online courses and materials for a maximum period of one fiscal year. Accounts initiated after the commencement of the fiscal year are **not** prorated. They will use a unique username and password to access the CTAP Online website from any Internet-connected computer. Your teachers and staff members may download and print materials from the CTAP Online web site for personal use, provided all copyright and contact information remains intact. No one may distribute any CTAP Online print resources, web pages or other materials digitally or in any other form to those that fall outside this agreement. *This agreement expressly forbids K-12 student access to the CTAP Online course and materials.*

IMPORTANT—PLEASE READ CAREFULLY: This Site License Agreement is a legal and binding agreement between the Subscriber (defined herein, referred to as "Subscriber") as the Licensee and the Butte County Office of Education (or BCOE, referred to as "the Licensor") as the Licensor for the non-exclusive and non-transferable Right to Use (defined herein) the CTAP Online service which may include on-line or electronic documentation, embedded code, programming, HTML, files, images, graphics, icons, content, and all intellectual property incorporated in or generated by the BCOE's CTAP Online service (jointly and severally referred to as the "Service") on the terms and conditions herein contained. By accessing, installing or otherwise using the Service you signify your assent to the within terms of use. The Licensor reserves the right, at its discretion, to change, modify, add or remove portions of the within terms at any time, by giving 30 days prior written notice to Subscriber. Should Subscriber then not agree to be bound by the new terms and conditions herein, the License Agreement is revoked and Subscriber agrees to immediately return to Licensor all materials provided, and discontinue any use or copying of the service.

TERMS AND CONDITIONS

1.0 Definitions

- 1.1 "End User(s)" shall mean the employees, faculty and adult staff officially affiliated with the Subscriber and thereby authorized to use the Service as herein licensed.
- 1.2 "Licensor" shall include the Licensor, its Employees, Agents, Authorized Representatives and its developers.
- 1.3 "Site" shall mean:
 - i. in the case of a (K to 12) school any one or more buildings that are a part of a single address and serviced by one principal, administrator or similar and shall include any one or more computer workstations located within those buildings;
 - ii. in the case of a post-secondary institution any one or more departments of that post-secondary institution which shall be in any one or more buildings that are a part of a single address and serviced by one administrator or similar and shall include any one or more computer workstations located within those departments, as is more specifically set out within the Purchase Order;
- 1.4 "Right to Use" shall mean the right to access, engage, view, print, and as more specifically set out in Section 4.0 herein, the limited right to copy and/or distribute the Service.
- 1.5 "License Administrator(s)" shall mean any teacher, administrator or other professional, of the legal age of majority, located at a Site.
- 1.6 "Subscriber" shall mean that organization or entity legally capable of, and entering into this Agreement, by way of initiating a Purchase Order for a paid subscription.
- 1.7 "Term" of this Agreement shall commence as of the start date of access to the Service and shall continue

until access has been terminated.

- 1.8 Whenever referenced herein "Subscriber" and/or "Licensee" shall be interpreted to include any and all Site Administrator(s) and/or End User(s) at each subscribing Site.

2.0 Ownership

- 2.1 The Service and all trademarks, tradenames, copyrights and all other intellectual property which may or may not be defined is owned by the Licensor and are protected by Canadian and US copyright laws and international treaties. No materials from the Service or any Web site owned, operated, licensed or controlled by the Licensor, may be reproduced, republished, uploaded, posted, transmitted in any way, except as specifically set out herein for non-commercial educational use only.
- 2.2 No distribution, transfer, sale, lease, or assignment of the Service in part or in whole including any search output or results may be made by the Licensee, to any other person, Site, subsidiary or parent organization.
- 2.3 The Subscriber may not decompile, reverse engineer, upload, post, transmit or commercially exploit the Service or any part thereof.
- 2.4 Where the rights herein to copy or distribute the Service, or any part of it, is exercised by the Subscriber, the Subscriber shall reproduce the copyright notice and any other legend of ownership on each copy, or partial copy, of the Service or document copies.

3.0 Subscription Fees

- 3.1 The Subscriber agrees to pay to the Licensor the Fees payable pursuant to the Licensor's pricing schedules.
- 3.2 Invoices shall be paid within thirty (30) days of receipt. All sales, excise or other taxes imposed by any government authority as well as any further additional charges, including shipping and handling, are in addition to the Fee and shall be paid by the Subscriber.

4.0 Use of Service

- 4.1 This license grants the Subscriber and its End Users rights to access the Service from any computer, be it on the Site, at the End User's home or elsewhere.
- 4.2 Concurrent access to the Service may be obtained via multiple computer workstations by way of username and password verification, or any other means of authentication from time-to-time established by the Licensor.
- 4.3 The Subscriber(s), or any of them, accepts any and all responsibility and liability, foreseen or unforeseen, for the use of the Service and/or any components, tools and features thereof. The Subscriber(s) acknowledge that the Service includes features which provide access to electronic mail and Internet sites which are not governed by the Licensor and that the access to these features and/or Internet sites are at the sole responsibility and liability of the Subscriber(s) and agrees to indemnify Licensor for any damages related thereto.
- 4.4 The Subscriber shall use its best efforts to prevent any illegal use of the Service or Documentation by its Site Administrator(s), End User(s), agents, assigns or any other person, organizations or Sites. The Subscriber is solely responsible for all security of and all access (including unauthorized access) to the Service by use of the assigned username and password, or any other means of authentication so granted by the Licensor. The Site Administrator(s) or End User(s) may not allow unauthorized access to the Service by distribution of usernames and passwords to those not affiliated with the Subscriber.

5.0 Limitation of Liability

- 5.1 The Licensor assumes no responsibility for the selection of this Service to achieve any intended purposes, for the proper use of this Service and for verifying the results obtained from use of this Service. The Licensor licenses this Service "as is" and does not warrant that the functions contained in this Service will meet any requirements, that the Service is fit for any particular purpose or that the operation of the Service will be uninterrupted or error-free.
- 5.2 The Licensor does not warrant that the Service Web sites or materials are compatible with every Internet browser or with every workstation.
- 5.3 Should the Service or any part of it be found defective the Licensor's liability shall be limited to the replacement of same.

- 5.4 In no event will the Licensor be liable for any incidental, consequential or indirect damages (including but not limited to damages for loss of profits, interruption or loss of information) arising out of the use of or inability to use the Service, including if the Licensor or any authorized representative has been advised of the possibility of such damages.
- 5.5 The Licensor makes no representations or warranties, expressed or implied, nor assumes any responsibility or liability for any restriction, complication, non-compliance, suitability or non-compatibility of the technology, software or hardware used by the Subscriber to access and use the Service.
- 5.6 The Subscriber agrees that the Licensor's liability hereunder for damages, regardless of form or action, will not exceed the Fee paid to the Licensor under this Agreement.

6.0 Rights of Licensor

- 6.1 The Licensor reserves the right to add or subtract services and data from the Service without warning. Notification of changes to the Service may be provided by way of notices posted prominently within the Service.
- 6.2 Any rights not expressly provided for herein are reserved to the Licensor.

7.0 Privacy and Security Statement for End Users

- 7.1 CTAP Online has created this privacy policy ("Privacy Policy") in order to communicate its policies and practices relating to the collection, use and disclosure of information about you, the end user. CTAP Online has drafted this statement in order to convey a firm commitment to your privacy as an end user of the CTAP Online Web site, and all services supplied by CTAP Online connected therewith (the "Site", and the "Services", respectively).
- 7.2 If you decide to use the Site, or by agreeing to the CTAP Online End User Agreement, you consent to the collection, use and disclosure of your information on the terms described in this Privacy Policy, as modified from time to time.
- 7.3 In order to gain access to the Site and take advantage of the Services, you will need to provide information as part of a registration process, including your name. CTAP Online requests this information from you in order to enhance, quantify and measure your use of the Site. Our registration form will also ask you to give us your contact information (name, telephone number and e-mail address) and demographic and professional information (like zip code, age, school district, grade level and subject taught).
- 7.4 "Cookies" are small pieces of information transferred from a website to the hard drive of computers through your Internet browser. Most browsers automatically accept Cookies, but can be configured to refuse them. We may use Cookies in very limited instances for connection purposes on certain browsers. The information collected does not contain anything personal to the end user and is discarded daily. Third party websites, which can be accessed through links on the Site, may use cookies and similar devices to collect information about users, including information relating to products and services accessed, or advertising clicked on by a user, and websites visited by a user after leaving their websites. CTAP Online shall not be responsible for such practices that take place once you leave the Site.
- 7.5 If you are a teacher, or other educational professional, we are also likely to receive a certain amount of personal information about you from your school district administrator, which we use to assign you a username to gain access to the Site.
- 7.6 Certain areas of the Website are provided for users to post and exchange ideas and information. CTAP Online does not take responsibility for any Materials posted or exchanged by users on the Website. The views and opinions expressed therein do not necessarily reflect those of CTAP Online or its content providers or licensors. If you make use of this facility you hereby represent and warrant that you will not use the facility for illegal or immoral purposes, that you have all necessary rights in and to any Materials you post and exchange on the site, and that in doing so you will not infringe on any personal or proprietary rights of any third parties. Further, you understand that by posting or exchanging any Materials on the Website, you will be making these Materials fully accessible and available to third parties, who may be able to reproduce, distribute or alter these items. You hereby represent that doing any of these things in relation to the items you post or exchange will not infringe the rights of any third parties. By using this facility, and by posting any information, in any form whatsoever, to the Website, you grant CTAP Online a royalty-free, irrevocable, sublicenseable, non-exclusive, perpetual and irrevocable license to use, reproduce, adapt, publish, broadcast, translate, create derivative works from, perform and display content posted by you and other End Users, in any medium, using any technology now in existence or hereinafter

invented.

8.0 Termination of Agreement

- 8.1 This Agreement shall immediately and automatically terminate without notice or any other act
 - i. upon the expiry of the term of the fully paid subscription to the Service;
 - ii. upon the attempted illegal copying, distribution, transfer, assignment, lease or sale of the Service, or rights thereto, without the prior written consent of the Licensor;
 - iii. upon the notice in writing given by one party to the other upon the violation by that party of any provision of this Agreement;
 - iv. upon the receipt by the Licensor of a Notice of Termination and the payment by the Subscriber of a Termination Fee to be calculated by the Licensor on a retroactive basis and pursuant to the re-adjusted annual fee charged by the Licensor for the length of term completed by the Subscriber.
- 8.2 Any and all use of the Service by the Subscriber following termination of the License term is prohibited and may result in additional fees and charges being levied against the Subscriber.
- 8.3 Paragraphs 2, 4, 5, 6 and 7 shall survive the termination or expiration of this License.

9.0 General Provisions

- 9.1 In the event of an inability or failure by the Licensor to carry out any of the terms of this Agreement due to any reasons which are beyond the reasonable control of the Licensor, then the Licensor shall not be liable to the Subscriber during the period and to the extent of such inability or failure.
- 9.2 The Licensor's waiver, failure or delay to exercise any right, provision or entitlement herein shall not be deemed to constitute a waiver of same or any other provision, right or entitlement herein.
- 9.3 This Agreement, which where applicable includes the Subscriber's Purchase Order Form, shall constitute the entire agreement between the parties and supersede all prior agreements and understandings, oral or written, express or implied, by and between any of the parties with respect to the subject matter of this Agreement.
- 9.4 These terms shall be governed by and construed in accordance with the laws of the California.
- 9.5 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired as a result of such event in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired as a result of such event, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

BCOE reserves the right to amend and revise this agreement with 30 day prior notification to licensees. **This License Agreement terminates on June 30, 2004.**

I have read the above license agreement and agree to its terms and conditions.

Authorized Signature

Date

Print Name

Title

School Name