



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

UPGRADE QUOTE

QUOTE # 4766389-2023-016
 DATE: SEPTEMBER 11, 2023

TO:
 Megan Gerdtz
 Mount Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519-1397

COMMENTS OR SPECIAL INSTRUCTIONS

Due to the credit, this quote will only be honored until October 1, 2023. It is up to the district to provide the credit back to Mount Diablo High School in the amount of \$1,510.

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL
Linelle Gorman	A23-4766389	Through July 1, 2025	October 11, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 9-12: 400 students at Mount Diablo High School) Subject: Math	\$8,400.00	\$8,400.00
1	Credit from existing subscription A20-3126215 (Mount Diablo High School)	-\$1,510.00	-\$1,510.00
SUBTOTAL			\$6,890.00
SALES TAX			-
SHIPPING & HANDLING			-
TOTAL DUE			\$6,890.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 4766389-2023-016. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT
CONTRACT #165907
September 11, 2023

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Megan Gerdts
Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397

UPGRADE INFO

Salesperson	Account #	Quote #	Upgrade duration
Linelle Gorman	A23-4766389	4766389-2023-016	Through Jul 1, 2025

PAYMENT PLAN

	Amount	Invoice date
Installment 1	\$3,445 (50%)	October 11, 2023
Installment 2	\$3,445 (50%)	July 14, 2024
TOTAL	\$6,890	

Price valid until October 11, 2023

COMMENTS OR SPECIAL INSTRUCTIONS

Due to the credit, this quote will only be honored until October 1, 2023. It is up to the district to provide the credit back to Mount Diablo High School in the amount of \$1,510.

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed and accepted the attached Terms and Conditions of Sale and that you agree to pay the full upgrade price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

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6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
 - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

7. LIMITATION OF LIABILITY: YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.

8. SEVERABILITY: If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.

9. ARBITRATION: You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.

10. GOVERNING LAW: The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

11. ENTIRE AGREEMENT: This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

UPGRADE QUOTE

QUOTE # 4766389-2023-015-2
DATE: SEPTEMBER 6, 2023

TO:
Megan Gerdts
Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL
Linelle Gorman	A23-4766389	Through July 1, 2025	October 6, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Algebra 1 in grades 6-8 at Oak Grove Middle School: 50 students) Subject: Math <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$1,000.00	\$1,000.00
SUBTOTAL			\$1,000.00
SALES TAX			-
SHIPPING & HANDLING			-
TOTAL DUE			\$1,000.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 4766389-2023-015-2. For international accounts, we can accept wire transfers for an additional fee.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

SALES CONTRACT
CONTRACT #165051
September 6, 2023

CUSTOMER

Megan Gerdts
Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397

UPGRADE INFO

Salesperson	Account #	Quote #	Upgrade duration
Linelle Gorman	A23-4766389	4766389-2023-015-2	Through Jul 1, 2025

PAYMENT PLAN

	Amount	Invoice date
Installment 1	\$500 (50%)	October 6, 2023
Installment 2	\$500 (50%)	July 14, 2024
TOTAL	\$1,000	

Price valid until October 6, 2023

ACCEPTANCE OF SALES CONTRACT

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Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



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Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

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6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

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- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
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Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.

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9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.

10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

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Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

Mt. Diablo Unified School District
Governing Board

AGENDA ITEM

Meeting Date: 11/8/2023 - 6:00 PM

Category: Consent Agenda

Type: Action

Subject: 15.10 Review and Potential Approval of Purchase of IXL Online Learning Platform Professional Development Contract

LCAP (Local Control Accountability Plan)

Goal:

Goal 1:
All students will receive a high quality education in a safe and welcoming environment with equitable and high expectations, access to technology, and instruction in the California State Standards that prepare them for college and career.

Policy:

Enclosure:

File Attachment:

 IXL Learning Sales Contract 10-31-23.pdf

Summary:

The district has purchased IXL licenses to be used in all middle school and high school Algebra I classes to support student achievement and mastery of the Algebra I standards. The purchase of licenses included preliminary professional development. Staff is recommending approval of a contract for additional professional development sessions to support teachers further in the implementation of this program to support student achievement. The contract includes six in-person training workshops which include guided planning time for teachers.

Funding: LCFF Supplemental Funding--09300

Fiscal Impact: Not to exceed \$21,600

Recommendation: Move to approve the purchase of IXL Online Learning Platform Professional Development Contract

Approvals:

Recommended By:

Signature
Signed By: Christina Filios - Assistant Director Instructional Support

Signature
Signed By: Jennifer Sachs - Chief, Educational Services

Signature
Signed By: Nancy Chen - Chief Accountant

Signature
Signed By: Adrian Vargas - Chief Business Officer

Signature
Signed By: Dr. Adam Clark - Superintendent

Vote Results:

Original Motion

Member **Cherise Khaund** Moved, Member **Debra Mason** seconded to approve the **Original** motion 'Move to approve the purchase of IXL Online Learning Platform Professional Development Contract'. Upon a Roll-Call Vote being taken, the vote was: Aye: **5** Nay: **0**. The motion **Carried** 5 - 0

Keisha Nzewi Yes



SALES CONTRACT
CONTRACT #171218

DATE: October 23, 2023

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

CUSTOMER

Megan Gerdts
Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397

SUBSCRIPTION INFO

Salesperson	Account #	Quote #
Linelle Gorman	A23-4766389	QUOTE # 4766389-2023-021

PAYMENT PLAN

	Amount	Invoice date
6 Sessions IXL Live: School Edition (4.5-hour on-site workshop plus 1.5 hours of guided teacher planning time)	\$3,600	November 30, 2023
TOTAL	\$21,600.00	

Price valid until October 30, 2023

COMMENTS OR SPECIAL INSTRUCTIONS

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@ixl.com. Please be sure to list the quote number on your payment or purchase order.

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

10/25/23

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free 1.855.255.8800 | Direct 1.650.372.4300 | E-mail orders@ixl.com
Completed sales contracts should be faxed to 1.650.372.4301 or e-mailed to orders@ixl.com.

Mt. Diablo Unified School District Governing Board

AGENDA ITEM

Meeting Date: 10/25/2023 - 6:00 PM
Category: Consent Agenda
Type: Action
Subject: 15.15 Review and Potential Approval of Purchase of IXL Online Learning Platform Licenses for Algebra I Classes

LCAP (Local Control Accountability Plan)
Goal: Goal 1:
All students will receive a high quality education in a safe and welcoming environment with equitable and high expectations, access to technology, and instruction in the California State Standards that prepare them for college and career.

Policy:

Enclosure:

File Attachment:

 REVISED IXL Contract 170504 OlyHS [Mount Diablo Unified School District] (1).pdf

 IXL Contract 161843 [Mount Diablo Unified School District].pdf

Summary: Based on feedback from Algebra teachers, staff is recommending the purchase of IXL licenses to be used in all middle school and high school Algebra I classes to support student achievement and mastery of the Algebra I standards. The contract includes licenses for 2 years and professional development for teachers.

Funding: LCFF Supplemental Funding--09300

Fiscal Impact: Not to exceed \$16,000

Recommendation Move to approve the purchase of IXL licenses for Algebra I classes.

Approvals: **Recommended By:**

Signature
Signed By: Christina Fillos - Assistant Director Instructional Support

Signature
Signed By: Robert Sidford - Director of Technology and Innovation

Signature
Signed By: Jennifer Sachs - Chief, Educational Services

Signature
Signed By: Dr. Adam Clark - Superintendent

Vote Results:

Original Motion

Member **Cherise Khaund** Moved, Member **Linda Mayo** seconded to approve the **Original** motion 'Move to approve the purchase of IXL licenses for Algebra I classes.'. Upon a Roll-Call Vote being taken, the vote was: **Aye: 5 Nay: 0.**
The motion **Carried 5 - 0**

Erin McFerrin	Yes
Debra Mason	Yes
Linda Mayo	Yes
Cherise Khaund	Yes
Keisha Nzewi	Yes



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

UPGRADE QUOTE

QUOTE # 4766389-2023-010
 DATE: AUGUST 21, 2023

TO:
 Megan Gerdtz
 Mount Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519-1397

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL
Linelle Gorman	A23-4766389	Through July 1, 2025	September 21, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Algebra 1 in grades 6-8 at Sequoia Middle School: 350 students Subject: Math	\$7,700.00	\$7,700.00
1	Algebra 1 in grades 6-8 at Valley View Middle School: 75 students Subject: Math	\$1,650.00	\$1,650.00
1	Algebra 1 in grades 6-8 at Foothill Middle School: 50 students Subject: Math	\$1,100.00	\$1,100.00
1	Algebra 1 in grades 6-8 at Riverview Middle School: 50 students Subjects: Math and ELA	\$1,650.00	\$1,650.00
1	Algebra 1 in grades 6-8 at Concord High School: 100 students Subject: Math <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$2,200.00	\$2,200.00
SUBTOTAL			\$14,300.00
SALES TAX			-
SHIPPING & HANDLING			-
TOTAL DUE			\$14,300.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/pc-upload> and enter quote # 4766389-2023-010. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT
CONTRACT #161843
August 21, 2023

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

CUSTOMER

Megan Gerdts
 Mount Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94519-1397

UPGRADE INFO

Salesperson	Account #	Quote #	Upgrade duration
Linelle Gorman	A23-4766389	4766389-2023-010	Through Jul 1, 2025

PAYMENT PLAN

	Amount	Invoice date
Installment 1	\$7,150 (50%)	September 21, 2023
Installment 2	\$7,150 (50%)	July 14, 2024
TOTAL	\$14,300	

Price valid until September 21, 2023

ACCEPTANCE OF SALES CONTRACT

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Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



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1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
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The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

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Credit card payments may be made by phone at (855) 255-8800.

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3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

- 7. LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
- 8. SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

UPGRADE QUOTE

QUOTE # 4766389-2023-019-2
 DATE: OCTOBER 16, 2023

TO:
 Bridget Hopkins
 Mount Diablo Unified School District
 1936 Carlotta Drive
 Concord, CA 94518-1397

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL
Linelle Gorman	A23-4766389	Through July 4, 2025	October 16, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 9-12: 50 students at Olympic High School) Subject: Math	\$950.00	\$950.00
SUBTOTAL			\$950.00
SALES TAX			-
SHIPPING & HANDLING			-
TOTAL DUE			\$950.00

Ordering Instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 4766389-2023-019-2. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT
CONTRACT #170504
October 16, 2023

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Bridget Hopkins
Mount Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519-1397

UPGRADE INFO

Salesperson	Account #	Quote #	Upgrade duration
Linelle Gorman	A23-4766389	4766389-2023-019-2	Through Jul 4, 2025

PAYMENT PLAN

	Amount	Invoice date
Installment 1	\$475 (50%)	October 18, 2023
Installment 2	\$475 (50%)	July 14, 2024
TOTAL	\$950	

Price valid until October 18, 2023

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed and accepted the attached Terms and Conditions of Sale and that you agree to pay the full upgrade price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

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