

**AMENDMENT/EXTENSION TO 2022-2025 SPECIAL BUY AGREEMENT
BETWEEN ESUCC COOPERATIVE PURCHASING AND COUGHLAN
COMPANIES LLS dba CAPSTONE**

This Amendment and Extension is made by and between Nebraska ESUCC Cooperative Purchasing ("Cooperative") and Coughlan Companies LLC dba Capstone ("Contractor") to the 2022-2025 Special Buy Agreement ("Agreement") signed by the Cooperative on November 28, 2022, and by the Contractor on November 28, 2022. The Addendum is as follows:

The Terms and Conditions of the Agreement are amended as follows:

1. Notwithstanding the effective date of termination of this Agreement, Contractor agrees to comply with Paragraph 2 of this Addendum.
2. **Duration of Services Purchased.** If this Agreement, for any reason, terminates before the service end date of any agreement or license between a Member and the Contractor, the Contractor shall continue, maintain, and make such Services available to such Member until the agreed upon date between the Contractor and Member or until the term for the service expires. For example, if the Contracted Services allow a Member to purchase or license Services for a certain period of time, but this Agreement expires prior to the end of the service period, the Contractor agrees to maintain such Contracted Services until the expiration of said period of service and in accordance with the terms and provisions of the purchase or license.
3. **Scrutinized Company.** Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company."
4. **Artificial Intelligence.** For vendors providing, using, or incorporating Artificial Intelligence-powered educational tools or services, additional data privacy terms shall apply as set forth in Exhibit "E." The Contractor does not use or incorporate Artificial Intelligence-powered educational tools or services and as such Exhibit E is deemed inapplicable and without effect.

No Changes to Terms and Conditions Agreement.

Exhibit "A" is amended to add the following goods or services:

No Changes to Exhibit A.

Exhibit "B" is amended to add the following pricing information:

ESUCC_Amendment-Extension to Special Buy Agreement Pricing Proposal 2025-26

The Agreement permits amendment and modification by a signed, written agreement by both parties that identifies itself as an amendment. The Cooperative has approved an extension and now desires to extend the Agreement for an additional term of thirty-six (36) months until November 16, 2028. Upon the signature of an authorized officer of the Cooperative and the Contractor, the Agreement is hereby extended.

CONTRACTOR

By: *Haygood Poundstone*
Haygood Poundstone (Oct 27, 2025 09:52:52 CDT)
Name: Haygood Poundstone
Title: Chief Revenue Officer
Date: 10/27/2025

COOPERATIVE

By: *Laranne Polk*
Laranne Polk (Oct 28, 2025 10:46:08 CDT)
Name: Laranne Polk
Title: Chief Executive Officer
Date: 10/28/2025

EXHIBIT "C"

SUMMARY OF PROJECT DELIVERABLES

1. Order Delivery Method Options

1. Members will submit orders direct to Vendor
2. ESUCC Marketplace is the preferred method for order placement

2. Electronic Orders

- a. Vendor Capable of receiving orders electronically? Yes: X ___ No: ___
- b. If "Yes", Order receipt method: Email: X cXML: _____
 - i. If "Email" address to deliver orders to: Support@capstonepub.com
 - ii. If "cXML" provide the following IT contact information
Contact (First, Last name): _____
Contact email address: _____
Contact Phone: _____
- c. If "No, Alternate method will be determined

3. Sales Representative Contact

- a. First, Last name: Megan Muyskens
- b. Title: Sales Consultant
- c. Phone: 515-664-5884
- d. Email: megan.muyskens@gmail.com

4. Invoice Method

- a. Vendor invoices Members direct

5. Sales Reporting

- a. Vendor to submit quarterly sales report to ESUCC at coop@esucc.org
- b. Vendor contact information for sales report questions:
Contact (First, Last name): Bids Team
Contact email address: bids@capstonepub.com
- c. Sales report must include the following
 - Member Name
 - Member City
 - List Price
 - Member Cost
 - Member Savings
 - Admin Fee Amount Due
- d. ESUCC Admin Fee
 - Vendor must submit payment of Admin Fee to ESUCC quarterly
 - Admin Fee is equal to percentage of total sales (as defined in **Administration Fee** section of agreement)
 - Remit Admin Fee payment to:
ESUCC
1292 East 4th Street
Ainsworth, NE 69210

6. **Product Information URL:** <https://www.pebblego.com/capstone-connect>

EXHIBIT "E"

AI-Powered Educational Tools Privacy Addendum

ARTICLE I: DEFINITIONS

1.1 Aggregated Data means information that has or collected together from multiple sources in a way that does not personally identify any individual, and from which individual identities and information have been removed.

1.2 AI Training Data means any data used to train, test, or validate the Contractor's artificial intelligence or machine learning algorithms, models, or systems.

1.3 Applicable Laws means all applicable federal, state, and local laws, regulations, and industry standards relating to the privacy, confidentiality, or security of student data, including but not limited to FERPA, COPPA, PPRA, and the student data privacy laws of Nebraska.

1.4 Authorized School Representative means a person designated by ESUCC or a Member thereof who has the authority to access student data and provide consent for the collection, use, and disclosure of such data on behalf of the ESUCC or Member.

1.5 Change of Control means any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Contractor or of the portion of Contractor that performs the Services in the Service Agreement.

1.6 Data Breach means an unauthorized release, access to, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by the Contractor in violation of applicable state or federal law.

1.7 Data means all data, including all Personally Identifiable Information (PII), Member Data, and any other non-public information. Data include, but are not limited to, student data, metadata, and user content.

1.8 Member Data means all PII and other information that is not intentionally made generally available by the ESUCC or its Members on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.

1.9 Personally Identifiable Information means personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in FERPA, 20 U.S.C. § 1232g.

1.10 User means a participant, instructor, or administrator of the Cooperative or its Members who are authorized with login credentials by the Cooperative or its Members to use the goods and/or services provided by this Agreement.

1.11 De-Identified Data means information that has been collected, manipulated, or anonymized that does not identify individual students and for which there is no reasonable basis to believe that the information can be used to identify an individual student. De-identification requires the removal of all direct and indirect student identifiers, including but not limited to: name, ID numbers, date of birth, demographic information, location information, and school ID.

1.12 Educational Records shall have the meaning as set forth under FERPA, 20 § U.S.C. 1232g (a)(5)(A).

1.13 Metadata means information that provides meaning and context to other data being collected including but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

1.14 Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

1.15 School Official means a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Educational Records; and (3) is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

1.16 Service Agreement means the quote, corresponding contract, purchase order or terms of service and/or terms of use.

1.17 Student Data means any data, whether gathered, created or inferred by Contractor or provided by the Cooperative, its Members, or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law.

1.18 Student Generated Content means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

1.19 Subprocessor means a party other than the Cooperative, a Member, or the Contractor, whom Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Contractor business purpose.

1.20 Subprocessor Agreement means the agreement between the Contractor and a third party Subprocessor.

1.21 Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Contractor Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements.

ARTICLE II: SCOPE

In order to perform the Services outlined in this Agreement the Contractor shall only collect, use, and share Student Data as necessary to provide the Services to the Cooperative or its Members and to facilitate the Contractor's Services outlined in this Agreement. The Contractor shall not collect, use, or share Student Data for any other purpose without the Cooperative or Member's prior written consent.

The Contractor shall only share Student Data with the Cooperative and other educational institutions that have entered into a Student Data Privacy Agreement with the Contractor that provides protections at least as stringent as those set forth in this Exhibit "E." Data cannot be shared with any additional or outside parties without prior written consent of the Cooperative or its Member, except as required by law.

The Contractor may only use deidentified Data and Aggregated Data derived from the Student Data for product development, research or other purposes, provided that the Contractor shall:

1. Remove all direct and indirect personal identifiers. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID;
2. Not attempt to re-identify the deidentified data or transfer deidentified data unless that party agrees not to attempt reidentification;
3. Not use such De-Identified Data or Aggregated Data for any purpose other than improving the Contractor's educational products or services;
4. Implement and maintain technical and organizational measures to prevent re-identification of De-Identified Data; and
5. Maintain documentation of the de-identification process and make such documentation available to the Cooperative upon request.

The Contractor shall provide at least 30 days' written notice to the Cooperative before it intends to use deidentified Data and Aggregated Data derived from the Student Data.

ARTICLE III: DATA OWNERSHIP AND AUTHORIZED ACCESS

3.1 Student Data Property of the Cooperative or its Members.

As between the Cooperative, its Members, and Contractor, all Student Data processed by the Contractor, or created by students, is and will continue to be the property of and under the control of the Cooperative or its Member (whichever is applicable). The Contractor further acknowledges and agrees that all copies of such Student Data processed by the Contractor, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the Cooperative or its Member (whichever is applicable).

3.2 Parent, Legal Guardian and Student Access.

The Cooperative and its Members shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Contractor shall establish reasonable procedures by which the Cooperative's Members may access, and correct, if necessary, Education Records

and/or Student Data, and make a copy of the data available to the parent, legal guardian or eligible student directly. If a Member is not able to review or update the Student Data itself, Contractor shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request) to the Member's request for Student Data held by the Contractor to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Contractor to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Contractor shall refer that person to the Member, who will follow the necessary and proper procedures regarding the requested information.

This Agreement does not impede the ability of students, parents, or guardians to download, export, or otherwise save or maintain their own Student Generated Content directly from Contractor or for Contractor to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Contractors to offer the Cooperative or its Members features to allow such ability.

3.3 Subprocessors.

Contractor shall enter into a Subprocessor Agreement with any Subprocessors performing functions for the Contractor in order for the Contractor to provide the Services, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Contractor. The Contractor will provide a copy of all Subprocessor Agreements, upon reasonable request of the Cooperative or a Member thereof.

3.4 Third Party Request.

Should a Third Party, including law enforcement and government entities, contact Contractor with a legally binding request for data held by the Contractor pursuant to the Services, the Contractor shall notify the Cooperative or its Member in advance of a compelled disclosure to such Third Party.

ARTICLE IV: DUTIES OF THE CONTRACTOR

4.1 Privacy and Security Compliance.

The Contractor shall comply with all laws and regulations applicable to Contractor's protection of Student Data privacy and security, and, at the direction of the Cooperative and its Members, shall cooperate with any state or federal government-initiated audit of the use of the Services.

4.2 Contractor Employee Obligation.

Contractor shall require all of Contractor's employees who have access to Student Data to comply with all applicable provisions of this Agreement with respect to the Student Data shared under the Service Agreement. Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.3 No Disclosure.

Contractor acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public

information and/or personally identifiable information contained in the Student Data, except under (and only under) the following circumstances:

1. Disclosure is directed or permitted by the Cooperative, its Member, or this Agreement.
2. Disclosure is required pursuant to a judicial order or lawfully issued subpoena or warrant.
3. Disclosure to Subprocessors performing Services on behalf of the Contractor, pursuant to this Agreement.
4. Disclosure is to a student's parents or legal guardians.
5. Disclosure is for any other purpose approved in written advance by the Cooperative or its Member.

4.4 De-Identified Data.

Contractor agrees not to attempt to re-identify De-Identified Student Data without the written direction of the Cooperative.

4.5 Disposition of Data.

Upon written request from the Cooperative or a Member thereof, Contractor shall dispose of or provide a mechanism for the Member to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Contractor has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this Agreement is active. The Contractor's practice relating to retention and disposition of Student Data shall be provided to the Member, upon request.

Contractor will ensure that all Data in its possession and in the possession of any subprocessors, or agents to which the Contractor may have transferred Data, are destroyed or transferred to the Cooperative under the direction of the Cooperative when the Data are no longer needed for their specified purpose or at the request of the Cooperative.

At the termination of this Agreement, the Contractor shall, unless directed otherwise by the Cooperative or a Member thereof, dispose of and delete Student Data obtained by the Contractor under the Agreement within sixty (60) days' of termination (unless otherwise required by law).

4.6 Advertising Limitations.

Contractor is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Cooperative or its Members; or (c) for any commercial purpose other than to provide the Service to the Cooperative or its Members, or as authorized by the Cooperative or its Members or a parent/guardian.

4.7 Data Mining

Contractor is prohibited from mining Data for any purposes other than those agreed in writing and in advance by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Collection.

Contractor will only collect Data necessary to fulfill its duties as outlined in this Agreement.

5.2 Data Storage.

If Student Data is stored outside the United States, Contractor will provide a list of Countries where data is stored."

5.3 Data Security.

Contractor agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security of Student Data. The Contractor shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards, including but not limited to NIST Cybersecurity Framework, ISO 27001, and SANS Critical Security Controls, or as otherwise updated in industry standards. Additionally, Contractor may choose to further detail its security programs and measures.

Contractor's safeguards must be documented in a comprehensive information security program that is reviewed and updated at least annually.

5.4 Data Breach.

In the event that Contractor confirms a Data Breach, the Contractor shall provide notification to the Cooperative within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Contractor shall follow the following process:

1. The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
 - a. The name and contact information of the Contractor subject to this section,
 - b. the date of the notice,
 - c. the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
 - d. Whether the notification was delayed because of a law enforcement investigation, if legally permissible to share that information,
 - e. A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - f. A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - g. Identification of impacted Members and individuals.
2. Contractor agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
3. Contractor further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and

agrees to provide the Cooperative or its Members, upon reasonable written request, with a summary of said written Data Breach response plan.

5.5 Adherence to Cooperative Marketplace

Contractor shall comply with all additional, reasonable data sharing, privacy, and security requirements established by the Cooperative for Contractors participating in the ESUCC Cooperative Purchasing Marketplace, including but not limited to:

1. The ESUCC Cooperative's Contractor certification requirements;
2. The ESUCC Cooperative's data security standards and protocols;
3. The ESUCC Cooperative's transparency and reporting requirements; and
4. Any additional requirements that may be established by the ESUCC Cooperative from time to time.

5.6 Duty to Notify the ESUCC Cooperative

Contractor shall promptly notify the ESUCC Cooperative of any changes to its data privacy and security practices that may impact the Contractor's participation in the Cooperative. Such notification shall:

1. Be provided at least thirty (30) days prior to the implementation of any material changes;
2. Include a detailed description of the proposed changes;
3. Explain the potential impact of the changes on the privacy and security of Student Data; and
4. Provide the Cooperative with an opportunity to review and approve the changes before they are implemented.

5.7 Designation of a Data Privacy and Security Officer


Contractor shall designate a qualified individual to serve as the Contractor's data privacy and security officer, who shall:


1. Be responsible for the Contractor's compliance with this Agreement and Applicable Laws;
2. Serve as the primary point of contact for the Cooperative on all matters related to data privacy and security;
3. Participate in regular meetings with the Cooperative's data privacy and security team; and
4. Provide regular reports to the Cooperative on the Contractor's data privacy and security practices.

5.8 Maintenance of Documentation

Each Party shall maintain comprehensive documentation of its compliance with this Agreement and the Cooperative's requirements and shall make such documentation available to the other Party, upon reasonable request.

Pricing Proposal for: ESUCC Cooperative Purchasing PebbleGo Subscription Content Sets

PebbleGo K-2+ Modules			
	Animals Biographies	Health Science	Social Studies

PebbleGo Next 3-5+ Modules			
	Animals Biographies Health	Indigenous Peoples' History Science	Social Studies States

✦ ✦
All modules
available in
Spanish!
✦ ✦

Package	List Price	ESUCC Price
---------	------------	-------------

PebbleGo Premier		
Included with your PebbleGo Premier Subscription:		
<ul style="list-style-type: none"> PebbleGo & PebbleGo Next: K-5+ 	\$2,999.00	\$2,849.05
<ul style="list-style-type: none"> Educator Tools Creation Tools (1) 50-eBook Subscription Bundle \$250 toward the purchase of Capstone print titles Preferred pricing on perpetual eBooks Admin Tools & Support 	Included Included Included Included \$15.00/eBook Included	

PebbleGo Classic		
Subscription Options: Your Choice of (1) PebbleGo Content Package		
<ul style="list-style-type: none"> PebbleGo & PebbleGo Next: K-5+ PebbleGo: K-2+ PebbleGo Next: 3-5+ 	\$1,999.00 \$1,399.00 \$1,399.00	\$1,899.05 \$1,329.00 \$1,329.00
Included with your PebbleGo Classic Subscription:		
<ul style="list-style-type: none"> (5) subscription Capstone eBooks Preferred pricing on perpetual eBooks Admin Tools & Support 	Included \$15.00/eBook Included	

Above pricing is available for a one-year subscription per site/building and inclusive of platform training.

PebbleGo Subscription Solution Extensions

The below extensions are available to add to any PebbleGo subscription.

Package	List Price	ESUCC Price
Spanish Content Sets		
Subscription Options:		
<ul style="list-style-type: none"> PebbleGo & PebbleGo Next Spanish: K-5+ 	\$699.00	\$664.05
<ul style="list-style-type: none"> PebbleGo Spanish: K-2+ 	\$499.00	\$474.05
<ul style="list-style-type: none"> PebbleGo Next Spanish: 3-5+ 	\$499.00	\$474.05
Standards-aligned Subscription eBook Bundles		
Subscription Options:		
<ul style="list-style-type: none"> Capstone Interactive eBook Subscription Bundle <ul style="list-style-type: none"> Includes (50) subscription eBook titles 	\$150.00 / bundle	
<p><i>Capstone has (30) subscription eBook bundles to choose from. Each bundle includes (50) subscription eBooks.</i></p>		

One-Time Purchase Solution Options

Capstone Interactive eBooks include perpetual ownership and are available for purchase without a PebbleGo subscription.

Package	List Price	ESUCC Price
Capstone Interactive eBooks		
Single eBook Purchase Options:		
<ul style="list-style-type: none"> Capstone Interactive eBook <ul style="list-style-type: none"> Includes (1) perpetual eBook title Capstone Shop account required for list creation 	\$39.99	
Multi-eBook Purchase Options:		
<ul style="list-style-type: none"> PebbleGo Companion eBook Pack: (1) Topic* <ul style="list-style-type: none"> Includes (30) perpetual eBook titles 	\$450.00 / (1) Topic	
<ul style="list-style-type: none"> PebbleGo Companion eBook Pack: (5) Topics* <ul style="list-style-type: none"> Includes (150) perpetual eBook titles 	\$1,500.00 for (5) Topics	
<p><i>Capstone has (5) PebbleGo Companion eBook pack topics, aligned to each of PebbleGo's content sets: Animals, Biographies, Health, Science, Social Studies</i></p>		



Capstone Product End User License Agreement

Last Updated: July 2, 2024

Please read this Agreement carefully. You must agree to the terms of this Product License Agreement to access Capstone Digital Products.

This Product License Agreement, and any additional terms of use provided in the Legal Center (located at <https://www.capstonepub.com/support/legal-central>), or in connection with or otherwise listed in a particular Capstone Digital Product (collectively, the "Agreement"), together with the Capstone Privacy Policies (located at <https://www.capstonepub.com/support/privacy-central>), apply to and govern your access, purchase, and use of the Capstone Digital Products (defined below). This Agreement is a legal agreement between you (as defined below) and Coughlan Companies LLC d/b/a Capstone, on behalf of itself, its subsidiaries, affiliated companies, joint venturers, business partners, licensors, employees, agents, and third-party information providers (collectively, "Capstone").

As used in this agreement, "you" and "your" refer to you, the individual requesting and receiving the right to use the Capstone Digital Products, and the entity on whose behalf you are accessing or using the Capstone Digital Products. The individual entering into this agreement, by their access or use of Capstone Digital Products, does so on behalf of themselves and such entity, and you represent that you are duly authorized to bind yourself and such entity to the terms of this agreement.

Please particularly note the following provisions: User Content, User Content Representations and Warranties, Data Retention and Backups, Disclaimer of Warranties, Limitation of Liability, Indemnification.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE.

1. **Applicable Products.** These terms apply to your access and use of the following digital software, educational platforms and tools offered by Capstone (collectively, the "Capstone Digital Products," each a "Capstone Digital Product"):
 - o PebbleGo (Including Add-Ons and Mobile Applications)
 - o Capstone Interactive
 - o Capstone Connect
 - o PebbleGo Create with Buncee
 - o Buncee (Including all Buncee products and Mobile Applications)
 - o Raintree (Including Raintree Online and Engage Literacy)

The Capstone Digital Products to which you are receiving access and a license to use pursuant to these terms are identified in the corresponding purchase order, order form, invoice, online store purchase choice, or online subscription or license choice (collectively, "Order"). The scope of any license granted to you hereunder is limited to the Capstone Digital Product, license model, and term indicated in the Order by and between you and Capstone.



2. **Acceptance of Terms.** This Agreement will be binding on you upon the earliest of: (i) your execution, submission, or other acceptance of an Order (including any free trial), either electronically or in writing, or (ii) your installation, access, or use of a Capstone Digital Product or any related documentation. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, ACCESS, OR USE A CAPSTONE DIGITAL PRODUCT. If you and Capstone are parties to Terms, a User License Agreement, or other agreement related to the Capstone Digital Products dated prior to the “Last Updated” date above, including any previous terms between you and Buncee LLC, you hereby agree that your access and use of the Capstone Digital Products after the last version of this Agreement is posted and presented to you when you log in to your account constitutes your acceptance of this Agreement in lieu of and superseding any prior terms and conditions related to your use of the Capstone Digital Products.
3. **Eligibility.** The Capstone Digital Products are offered and available for purchase by persons who are 18 years of age or older. By entering into an Order, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. Capstone makes no representation that the information or materials on or linked through the Capstone Digital Products are appropriate or available for use in locations outside of the United States. Those who choose to access the Capstone Digital Products from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so.
4. **User Types.** You are eligible to purchase a license to the Capstone Digital Products solely as one of the following user types, provided that not all types are available for all Capstone Digital Products:
 - Parent/Legal Guardian: A “Parent/Legal Guardian” user type means an adult purchasing a license to a Capstone Digital Product for use by a child under the age of 18. Verifiable consent from the child’s parent or legal guardian is required in order for any child to use a Capstone Digital Product in connection with this user type. Please review the Children’s Privacy Policy located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy> to learn more about how Capstone collects, discloses, and uses information provided by children under the age of 13 in the United States and under the age of 16 in the European Union. You are responsible for complying with all of Capstone’s requests made in order to verify your consent for a child to use a Capstone Digital Product. Children may not use any Capstone Digital Products until we receive and process this verifiable consent.
 - Educator: An “Educator” user type means a teacher or school administrator who is authorized by the individual’s school and/or school district to subscribe to a Capstone Digital Product. As an Educator, you represent and warrant that you are a teacher or school administrator with permission and authorization from a school or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.



- School/District: A “School/District” user type means a school or district administrator purchasing a license to use a Capstone Digital Product for use by a school (i.e., multiple teachers and students) or school district (i.e., multiple schools and their teachers and students). As a School/District user type, you represent and warrant that you have permission and authorization from the school and/or district to subscribe to a Capstone Digital Product and that you are authorized to facilitate the access and use of a Capstone Digital Product by students. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- General Adult: A “General Adult” user type means you are a person over the age of 18 who wants to enjoy a Capstone Digital Product for your own personal benefit. The license granted herein is limited to your sole use of a Capstone Digital Product.
- Organization: An “Organization” user type means you are a legal entity, business, or organization purchasing a license, or permitting your customers or end users to purchase a license, to make a Capstone Digital Product available to your customers or end users for their use. Your authorizations and permissions to use the Capstone Digital Product and make it available to such customers or end users are limited to those specified in your Order and do not exceed any limitations or restrictions generally imposed by the terms and conditions of this Agreement. As an Organization type, you will ensure that any customer or end user that accesses a Capstone Digital Product under your license is advised of the terms and conditions of this Agreement and is required to accept them.

5. Account Creation and Credentialing.

- All users, regardless of whether they personally purchased a license for use of a Capstone Digital Product, are subject to Capstone’s Acceptable Use Policy (which is located at <https://www.capstonepub.com/acceptable-use-policy>, and incorporated herein by reference) and may be held individually liable for any violation of the Acceptable Use Policy. In addition, the user who entered into an Order with Capstone is liable for any of their authorized users’ violations of the Acceptable Use Policy.
- You must register and create an account in order to access and use the Capstone Digital Products. You may need to provide certain registration details or other information on behalf of yourself or other users to create an account and to otherwise access and use the Capstone Digital Products. It is a condition of your access and use of the Capstone Digital Products that all the information you provide to register with the Capstone Digital Products is correct, current, and complete. You further agree you will not in any way misrepresent your identity at any time when accessing or using a Capstone Digital Product. You agree that all information you provide to register with the Capstone Digital Products is governed by our Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>, and you consent to all accounts we take with respect to your information consistent with our Privacy Policies. Where it is reasonable to do so, or permitted by law, we may rely on implied consent.



- Educators are, and Schools/Districts and Organizations may designate, administrative users (“Admin Users”). Admin Users can create additional authorized user accounts for their students, faculty or other individuals (“Authorized Users”) and assign certain permissions to such additional accounts. You are liable for all use of the Capstone Digital Products by your Authorized Users and the conduct of your Authorized Users shall be considered your conduct for the purposes of the rights and obligations hereunder. Depending on the level of permissions assigned to your user account, you may not have access to or be able to view or use all of the functions or features of the Capstone Digital Products.
6. **Account Security.** You are responsible for maintaining the security and confidentiality of all usernames, passwords, and other login credentials used in connection with Capstone Digital Products and you must immediately notify Capstone if any usernames, passwords, or other login credentials are accessed by or disclosed to any unauthorized person. It is your responsibility to change any passwords immediately if you suspect or feel the security of any account you use or manage has been compromised. You may not permit others to use your account, unless permitted by the terms of this Agreement, and you may not sell, trade, or otherwise transfer your account to another party. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of this Agreement or we suspect the security of any account has been compromised.
7. **User Content.** Certain Capstone Digital Products allow you and your Authorized Users to upload, post, share, submit, or contribute information, text, data, photographs, and other content (collectively, “User Content”), including through invitations and shared forums. In uploading, posting, submitting, or sharing any User Content to any Capstone Digital Product, you grant Capstone, and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns (collectively, the “Capstone Parties”), and all other Capstone Digital Products users, a non-exclusive, sublicensable, irrevocable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, download, reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform User Content, and post or forward User Content to others, for the purpose of providing you the Capstone Digital Products, exercising our rights or obligations under this Agreement, developing or improving the Capstone Digital Products or other of our products or services, or any other use described in our Privacy Policies. You also acknowledge and agree that Capstone does not control other users’ acts or User Content submissions. We do not specifically collect any User Content and disclaim all warranties and liabilities for User Content. We are not responsible and disclaim all liability for any action taken by any third party with respect to your User Content that you have made public or otherwise available to third parties. For clarity, if Capstone creates or develops information, data, databases, or datasets that are derived from, or reference, User Content, but do not identify, and cannot be reasonably used to identify, any individual, entity, or organization (collectively, “De-identified Data”), then, as between you and Capstone, you agree Capstone is the sole and exclusive owner of such De-identified Data and all derivative works thereof.



8. **User Content Representations and Warranties.** You represent and warrant that you or your Authorized Users own or control all rights in and to the User Content and have the right to grant all licenses to User Content herein, and to make any assignments of rights herein, and that all of your or your Authorized Users' User Content does and will comply with all applicable laws, rules, and regulations, and the terms of this Agreement. You also represent and warrant that you have obtained all applicable consents and permissions needed to provide Capstone with any information provided by you or your Authorized Users to Capstone, and that you have a lawful basis for providing such information to Capstone, in connection with your use of Capstone Digital Products, including, without limitation, any personal information as defined under applicable law provided to Capstone. You agree to cooperate with Capstone and take such action as reasonably requested by Capstone with respect to any information provided by you to Capstone.

DO NOT UPLOAD OR SUBMIT INFORMATION TO THE CAPSTONE DIGITAL PRODUCTS THAT YOU DO NOT HAVE PERMISSION OR THE RIGHT TO USE. THE UPLOAD OR SUBMISSION TO THE CAPSTONE DIGITAL PRODUCTS OF ANY USER CONTENT THAT VIOLATES, OR IS ALLEGED TO VIOLATE, THE INTELLECTUAL OR PROPRIETARY RIGHTS OF ANY THIRD PARTY IS A MATERIAL VIOLATION OF THE TERMS OF THIS AGREEMENT AND THE LIMITATIONS ON CAPSTONE'S LIABILITY AND YOUR INDEMNIFICATION OBLIGATIONS HEREIN APPLY TO ANY CLAIMS RELATED TO SUCH CONDUCT.

9. **User Content Standards.** You understand and acknowledge that you are responsible for any User Content you or your Authorized Users upload, post, share, submit, or contribute, and you, not Capstone, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. Capstone is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Capstone Digital Products. Capstone may, in its sole discretion, deny any application to post or share User Content. The following standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations, and must not:
- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - Infringe any patent, trademark, trade secret, copyright, or other Intellectual Property or other rights of any other person.
 - Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or the Capstone Privacy Policies.
 - Be likely to deceive any person.
 - Promote any illegal activity, or advocate, promote, or assist any unlawful act.



- Contain any alcohol-related or mature content without appropriate age-based restrictions.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by Capstone or any other person or entity, if this is not the case.
- Contain any information about a person under 18 years of age without parent or legal guardian permission in the case of a General Adult user.
- Criticize Capstone, the Capstone Digital Products, or the service of any of Capstone's operational partners.

10. Technical Data; Children's Information; Student Information.

- Technical Data. For the purposes of this Agreement, "User Content" does not include any aggregated or statistical technical data related to your, or your Authorized Users', access or use of the Capstone Digital Products. Such data may be used by Capstone to manage and improve the performance of its services, for statistical analysis, and for research, commercial, and development purposes.
- Children's Information. All information collected from or about children in connection with a Capstone Digital Product ("Child Data") is used, disclosed, shared, and processed by Capstone in accordance with its Privacy Policies, including its Children's Privacy Policy, the terms of which are located at <https://www.capstonepub.com/support/privacy-central/childrens-privacy-policy>. You hereby agree and consent to Capstone's use, disclosure, sharing, and processing of Child Data in accordance with its Privacy Policies located at <https://www.capstonepub.com/support/privacy-central>.
- Student Information. To the extent that you provide, or facilitate the provision, of any information relating to students, including Education Records as defined by the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), to Capstone, you represent and warrant that you: (i) have complied, and will comply, with all applicable laws, rules and regulations applicable to you and such information; (ii) have obtained, and will obtain, all rights, consents (including prior consents), and permissions required to provide such information and Education Records to Capstone; and (iii) have provided, and will provide, all notices with respect to such information as required by applicable law. You will ensure that all information held by Capstone pertaining to any students, including any Education Records, is accurate and only provide to Capstone (including in the form of User Content) the information that is necessary for Capstone to receive in order to further the institutional service or function for which you are using the Capstone Digital Product and your educational purposes.

11. Data Retention and Backups.



Information regarding students, including information from Education Records, will be retained by Capstone only to the extent necessary to fulfill its obligations under this Agreement and Capstone may take steps to destroy such data when it determines, in its discretion, that the data is no longer needed for the purposes for which it was disclosed. In any event, Capstone reserves the right to delete and destroy information from or related to your, or your Authorized Users', account(s), including but not limited to User Content and information from or related to Education Records, thirty-six (36) months from the date of the earliest to occur of the following: (i) termination or expiration of this Agreement, (ii) your failure to pay fees in accordance with the terms of this Agreement, or (iii) a user account shows no user activity for a period of six (6) months. Notwithstanding the foregoing, Capstone may retain copies of data related to your use of the Capstone Digital Products, including User Content, to the extent it deems is necessary to comply with applicable laws, resolve disputes, enforce its legal agreements or policies, or verify and validate any requests made by you. You are solely responsible for maintaining a backup or copy of the entire contents of your, or your Authorized Users', account(s), including all User Content and other information (including student information) provided, submitted, uploaded, or transmitted by you to Capstone or the Capstone Digital Products, or created by you or your Authorized Users using the Capstone Digital Products. You acknowledge and agree that it is your, and, as applicable, the Educator's and/or the School/District's, sole responsibility to maintain and retain any student information, including Education Records, pursuant to and in accordance with any laws, rules, regulations, policies, or obligations applicable to you and/or your School/District. You have no right to make any claim against Capstone in connection with the deletion (whether by Capstone or a third party) of any User Content, account information, student information or other data associated with your use of the Capstone Digital Products.

12. **General License Grant.** Subject to the terms and conditions of this Agreement, Capstone grants to you and your Authorized Users, for the term of this Agreement, a limited, non-exclusive, non-transferable, non-assignable, and revocable license to access, view, and use the Capstone Digital Products solely for your internal, non-commercial use, and in the case of an Educator or School/District, in connection with and limited to your educational purposes related to your Authorized Users' studies and work. For clarity, Organizations are permitted (if noted in the Order) to make the Capstone Digital Products available to customers or end users, so long as the Organization (i) is not using its access to the Capstone Digital Product to compete with Capstone or its business; and (ii) is not up-charging or reselling the Capstone Digital Product to customers or end users for a personal profit.
13. **Additional License Terms and Limitations:** The Order will specify the Capstone Digital Product you are authorized to access and use pursuant to this Agreement. Depending on the terms of the Order, the additional terms and limitations below apply.
 - **Buncee Free and Buncee Premium.** A Buncee Free and Buncee Premium subscription is only available to a General Adult or Parent/Legal Guardian user. Buncee Free subscribers are limited to one (1) Buncee Board and do not have access to the following: Classroom student/teacher dashboards, assignment and grading functionality, premium media functionality such as record video and record audio, free response and multiple choice questions, 360 degree images, ability to add a QR code or import a URL, ability to save as a JPEG or PDF, and all Schools & Districts functionality.



- Buncee Classroom. A Buncee Classroom subscription is only available to Educators and Schools/Districts. The Educator or School/District must provide the information required to create student accounts by either: (i) Manually entering student names, usernames and passwords, or (ii) Manually uploading the applicable roster data in .csv format, or (iii) Manually creating a class and providing a class code to students. You, the Educator and/or School/District, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement.
- Buncee Schools and Districts. A Buncee Schools and Districts subscription is only available to Educators and Schools/Districts. The School/District must provide the information required to create teacher and student accounts by either: (i) Syncing the School/District's roster data through those integrations made available via the Buncee application, or (ii) Manually uploading the applicable roster data in .csv format. You, the Admin User, control all creation and sharing options for the district, school(s), user types and all users. When you register a school or district, you will be issued a URL that is unique to that school or district. You, the administrator, represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- PebbleGo. A PebbleGo subscription is only available to Educators and Schools/Districts. When you purchase a PebbleGo license, you are not able to create accounts or logins for students. All faculty and students must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password.
- Capstone Connect. A Capstone Connect subscription is only available to Educators and Schools/Districts. When you purchase a Capstone Connect license, you are not able to create accounts or logins for students. All faculty must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password. Capstone Connect hosts a large online source of K-5 eBook bundles, nonfiction articles, and instructional support united by a single search. It serves as a hub that holds the District's/School's Capstone Digital Products. If applicable, you may be permitted to download software Capstone makes available to you ("Capstone Applications") that may be downloaded and installed by you on a mobile, computer, or



other supported electronic device (“Supported Device”) and permits you to access, download, purchase, or use e-books and other digital content available through Capstone’s digital store and other services (“Capstone Content”). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

- Capstone Interactive. A Capstone Interactive license is only available to Educators and Schools/Districts. When you purchase a Capstone Interactive license, you are not able to create accounts or logins for students. All faculty and students must use the designated School/District username and password assigned to you by Capstone. You are responsible for any and all use of your designated School/District username and password. If applicable, you may be permitted to download software Capstone makes available to you (“Capstone Applications”) that may be downloaded and installed by you on a mobile, computer, or other supported electronic device (“Supported Device”) and permits you to access, download, purchase, or use e-books and other digital content available through Capstone’s digital store and other services (“Capstone Content”). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by



Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

- PebbleGo Create with Buncee. A PebbleGo Create with Buncee subscription is only available to Educators and Schools/Districts. In order for a School/District to use PebbleGo Create with Buncee, the School/District must provide the information required to create teacher and student accounts by either: (i) Syncing the School/District's roster data through those integrations made available via the PebbleGo Create with Buncee application, or (ii) Manually uploading the applicable roster data in .csv format. When you, the Administrator, register a school or district, you will be issued a URL that is unique to that school or district. You represent and warrant that you have permission and authorization from the school and/or district to use Buncee as part of your curriculum. By agreeing to this Agreement and our Privacy Policies, you are responsible for compliance with our terms and Privacy Policies. You are responsible for monitoring all content of your school or district and ensuring fully compliance with the terms of this Agreement. You agree to, upon request by Capstone, promptly execute and deliver, or cause any third party, including parent or legal guardian, to execute and deliver, any documentation, consents, or other acts as Capstone may deem necessary or desirable to provide the Capstone Digital Products and you the licenses granted hereunder.
- Building Specific Site License. A Building Specific Site License is only available to Educators and Schools/Districts. If the Order specifies a particular Building (as defined below), the Order shall be deemed a "Building Specific Site License." For the purposes of this Agreement, if you have obtained a Building Specific Site License, you are granted the above limited license solely for access, view, and use at the Building in accordance with the terms of this Agreement. A "Building" is defined as having a unique mailing address and principal, director, or manager. You are solely responsible for providing the required facilities, hardware, software (including third-party software), services and systems (including telecommunications and bandwidth, internet, electrical and physical systems), for you, your students and your faculty to access, view, and use the Capstone Digital Products. If this Agreement is executed by a representative of a district or multi-site entity, this license applies to all the Buildings identified in the Order. A Building Specific Site License allows all the students that attend, and the faculty that work in, the Building identified in the Order to access, view, and use the identified Capstone Digital Products. All such persons are deemed "Authorized Users." Those students and faculty of the identified Building also may, if permitted by the specific Capstone Digital Product, view, access, and use the Capstone Digital Product at home solely in accordance with the limitations and terms of this Agreement. Individuals who cease to be students or faculty of the Building shall have no ongoing right to view, access, or use Capstone Digital



Products under the license granted hereunder and such viewing, access, or use of the Capstone Digital Products by those students or faculty must contemporaneously, immediately cease. In the case of consortium, district, regional center, state, or other entities consisting of multiple institutional Buildings of any type, a site license is required for each Building with students or faculty accessing, viewing, or using Capstone Digital Products.

- o Raintree (Including Raintree Online and Engage Literacy). A Raintree license is available to a General Adult, Parent/Legal Guardian, or Educators and Schools/Districts. When you purchase a Raintree license, you are not able to create accounts or logins for students. All individuals, faculty and students must use the designated username and password assigned to you. You are responsible for any and all use of your designated username and password. If applicable, you may be permitted to download software Capstone makes available to you ("Capstone Applications") that may be downloaded and installed by you on a mobile, computer, or other supported electronic device ("Supported Device") and permits you to access, download, purchase, or use e-books and other digital content available through Capstone's digital store and other services ("Capstone Content"). Upon your download or access of Capstone Content and payment of any applicable fees (including applicable taxes), Capstone, or the third party offering the Capstone Content via the Capstone Digital Product, grants you a non-exclusive right to view, use, and display such Capstone Content an unlimited number of times, solely through the Capstone Applications or as otherwise permitted as part of the Capstone Digital Products, solely on the number of Supported Devices specified in the Order, and solely for your personal, non-commercial use. Capstone Content is licensed, not sold, to you by the Capstone or the third-party content provider. In the event a third party is supplying the Capstone Content via Capstone, additional terms from such third party may apply and be included in the Capstone Content. Risk of loss for Capstone Content transfers when you download or access the Capstone Content. You are not entitled via this Agreement to any updates to any Capstone Content and the licenses granted by Capstone hereunder may terminate in the event a third-party content provider terminates its license to Capstone to provide you the Capstone Content. Capstone Content is also subject to change and pictures, images, and text may be modified and updated by Capstone or this third-party content providers at any time. There is no guarantee that the Capstone Content you purchase will be available to you indefinitely in the form in which you first accessed or downloaded it; Capstone reserves the right to modify such content at any time in order to comply with our obligations to our licensors.

14. **Availability.** Capstone will not be liable if for any reason all or any part of the Capstone Digital Products is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Capstone Digital Products, or the entire Capstone Digital Products, to users, including registered users. Except as otherwise agreed upon in a separate service level agreement, Capstone does not make any representations or guarantees regarding uptime or availability of the Capstone Digital Products. Capstone may block, limit or terminate your access to the Capstone Digital Products for any reason, including if: (i) you or your Authorized Users violate this Agreement; (ii) you or your Authorized Users violate any applicable law or regulation



relating to your or your Authorized Users' use of the Capstone Digital Products; (iii) you or your Authorized Users engage in any conduct which Capstone, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Capstone or others; or (iv) you breach any other agreement with us.

15. **Downloads.** The Capstone Digital Products may allow you to download for print or digitally copy a reasonable portion of certain Capstone Content, User Content, or other content of the Capstone Digital Products for personal, non-commercial use. Such download or copy is permissible only in accordance with any terms provided in connection with such content, the fair use doctrine under U.S. Copyright laws, and the terms of this Agreement. Capstone may withdraw its consent to download or copy any content at any time for any reason.

16. **Pricing and Payment.**

- By entering into this Agreement, you agree to be bound by the payment terms set forth in the Order. Failure to abide by the payment terms set forth in the Order may result in Capstone, at Capstone's discretion, automatically terminating this Agreement including without limitation all your license to access and use any Capstone Digital Products. Any acceptance of partial payment, reduced payment, or late payment by Capstone shall not constitute a waiver as to Capstone's right to recover full amounts due under the payment terms and Capstone's right to terminate this Agreement for non-payment.
- In order to purchase access to a Capstone Digital Product, you may be asked to supply certain relevant information, including your credit or payment card number and expiration date or similar payment information, your billing address, and shipping information. You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with the purchase of a Capstone Digital Product license and that you have all authority necessary to make such purchase using the credit card or payment mechanism that you submit. By submitting such information, you grant Capstone the right to provide such information to third parties for the purposes of facilitating your purchase. You acknowledge and agree that Capstone is not responsible for how any third-party credit card or other payment method processor transmits, stores, uses or shares your information.
- The pricing and availability of the Capstone Digital Products is subject to change. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and correct any errors, inaccuracies, or omissions including after an Order has been submitted and whether or not your credit card or other payment mechanism has been charged.

17. **Restrictions on Use.** You may not do any of the following, nor may you permit any Authorized User or any third party, to do any of the following: (i) exceed the limited license rights granted in this Agreement including, without limitation, the sharing of passwords or other login credentials with those not given explicit rights to access and view Capstone Digital Products under this Agreement; (ii) remove any proprietary notices, labels, or marks from Capstone Digital Products; (iii) sell, transfer, lend, lease, license, or sublicense Capstone Digital Products; (iv) copy, distribute, modify, or otherwise create derivative works of Capstone Digital Products (or any



content therein), except as permitted herein, (v) display or perform Capstone Digital Products outside the Building, or circumvent any digital rights management or copyright management protection associated with Capstone Digital Products; (vi) translate, reverse engineer, decompile or disassemble Capstone Digital Products or the hardware, executable software, software source code, or any other technology used as a means for delivering the Capstone Digital Products or securing Capstone's rights in the Capstone Digital Products including without limitation any digital rights management or copyright protection; (vii) use any manual or automated software, devices, scripts, robots, or other means to access, "scrape," "crawl," or "spider" any web pages or other services contained in the Capstone Digital Products; or (viii) falsely state, impersonate, or otherwise misrepresent your identity. In addition, You agree and are responsible for ensuring that neither you nor your Authorized Users will use any website, ftp site, media, or other methods or materials provided by Capstone for Your access and viewing of Capstone Digital Products for any purpose beyond what is explicitly permitted by this Agreement. You also agree and are responsible for ensuring that you and your Authorized Users only use the Capstone Digital Products for lawful purposes and you represent and warrant that you or your Authorized Users will not use any Capstone Digital Product in violation of any applicable law.

18. **Ownership.** As between you and Capstone, Capstone and its licensors are the owners of all Intellectual Property rights in and to Capstone Digital Products, including all artificial intelligence models contained therein, and the results of any function or the performance of any component of the Capstone Digital Products (including when processing User Content), and all Buncee or PebbleGo Create with Buncee templates, images, and text that are provided and available to you via the Capstone Digital Products. Capstone assumes no ownership of any User Content. The entire contents and design of the Capstone Digital Products are protected by U.S. and international copyright law. Capstone names, images, and logos and all related product and service names, design marks, and slogans, including BUNCEE, PEBBLEGO, and RAINTREE, are the trademarks or service marks, or copyrights, of Capstone. All rights reserved. You are not authorized to use any Capstone name or mark in any advertisement, publicity, or in any other commercial manner without prior written consent of Capstone. All other trademarks and images appearing in connection with the Capstone Digital Products are the property of their respective owners. "Intellectual Property" shall mean all of the following, whether registered or unregistered anywhere in the world: all inventions, whether patentable or not, patents and applications for patents; all copyrights, copyright registrations and copyright applications, copyrightable works and works of authorship, and all other corresponding rights; all trade dress and trade names, logos, trademarks and service marks and related registrations and applications, all design rights, all other indicia of commercial source or origin, and all goodwill associated with any of the foregoing; and, all trade secrets and confidential information of any kind. The license granted under this Agreement is not a sale of Capstone Digital Products or any copy of Capstone Digital Products and does not grant you any ownership rights to or in any copies of Capstone Digital Products or Capstone Content. Ownership of Capstone Digital Products, Capstone Content, and copies thereof, and all Intellectual Property rights therein, will at all times remain with Capstone (or its licensors, as applicable), regardless of who may be deemed the owner of the tangible media in or on which Capstone Digital Products or Capstone Content may be copied, encoded or otherwise fixed.



19. **Claims of Copyright Infringement.** We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Capstone Digital Products infringe your copyright, you may request removal of those materials in accordance with our Copyright Policy located at <https://www.capstonepub.com/support/legal-central/copyright>, the terms of which is hereby incorporated by reference.
20. **Capstone Use of AI.** Capstone, in its discretion, may use artificial intelligence systems to make the Capstone Digital Products, or features or content thereof, available (“AI Features”). You acknowledge and agree that certain portions of the Capstone Digital Products and our services related thereto may not be performed or produced by a natural person. SUCH COMPONENTS AND FEATURES ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR MERCHANTABILITY. As between you and Capstone, the outputs of any AI Feature are owned by Capstone; all rights reserved.
21. **Social Media Links and Functionality.** You may have the option to share or post information or content from the Capstone Digital Products to your personal or professional social media accounts (“Public Posts”). You make any Public Posts at your own risk: third-party social media sites are governed by the terms and privacy policies of such applicable third-parties. All Public Posts are at your discretion and controlled by you. You shall not and will not make any Public Post in any manner that violates the Intellectual Property, proprietary, or personal rights of any other person.
22. **Access to Product Content.** Capstone will provide access to Capstone Digital Products, and all content or offerings contained therein (such as, and including without limitation, text, images, books, photographs, or videos (collectively, the “Product Content”), in a form and format that is in the sole discretion of Capstone. Capstone reserves the right to remove, modify or replace any specific Product Content in its sole discretion, at any time, without notice, and without any liability to you, including to comply with any licensing restrictions or applicable laws. You acknowledge and agree that you are not entitled to any refund or replacement in connection with any removal, modification, or replacement of any Product Content by Capstone. Your sole and exclusive remedy in connection with the removal, modification, or replacement of any Product Content by Capstone is to cease using the Capstone Digital Products in accordance with the terms of this Agreement.
23. **Compliance with Content Standards.** If you are an Educator or School/District User or Organization, you acknowledge and agree that, as between you and Capstone, you are solely responsible for ensuring that your use of the Capstone Digital Products is in compliance with any laws, regulations, rules, or standards that apply to your use of the Capstone Digital Products in your classroom, school, or district, including those relating to relating to content standards for educational materials (e.g., Tex. Edu. Code § 33.021 (2023) and § 1001.42, Fla. Stat. (2022)). You represent and warrant that you have obtained all parental, guardian, or parental relation consents or permissions necessary for you to make the Capstone Digital Products, in whole or part, available to students in your classroom, school, or district in compliance with applicable laws. Each School/District user will designate an authorized representative for making any



requests for the removal, modification, or replacement of any Product Content on the School/District's behalf. Capstone will only respond to requests made through such authorized representative. IF YOU ARE AN EDUCATOR, PARENT/GUARDIAN, OR GENERAL ADULT, YOU MUST CONTACT YOUR SCHOOL AND/OR DISTRICT TO REQUEST ANY REMOVAL, MODIFICATION, OR REPLACEMENT OF ANY CONTENT AND FOLLOW SUCH SCHOOL AND/OR DISTRICT'S PROCEDURES AND POLICIES ACCORDINGLY.

24. Term.

- License Term. The Capstone Digital Products may be offered on a monthly or annual subscription basis, as a perpetual license, or for the term otherwise specified in the Order. Any subscription and/or license is billed in advance on a monthly or annual basis (unless otherwise specified in the Order), according to the duration of the subscription and/or license, and is non-refundable. Your agreement for purchasing a license becomes binding upon agreeing to the Order. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle. Downgrading your plan may cause the loss of User Content, content, features, or capacity of your account. Capstone is not liable or responsible for such loss.
- Renewals. In the case of a subscription license that is purchased online through a publicly available feature on our website (not via an order form facilitated by a Capstone sales associate), after each subscription term, the subscription term will automatically renew for the agreed upon term specified when you completed the account creation and purchase form online (e.g., 1 month or one year), unless you cancel the service before the current term runs out. All other forms of Orders shall be governed by the specific terms of the Order. The full amount for each renewal term will be charged to the payment method you have provided or is linked to your account on the first day of the renewal. You shall be responsible for any and all fees charged by Capstone for the license granted under this Agreement and for any subsequent renewals. Upon terminating a subscription, your account, any Authorized User accounts, and the Capstone Digital Products will become unusable. Users are not entitled to any refund of subscription fees. Capstone is under no further obligations to you or your Authorized Users upon your termination of the subscription.
- Free Trial. If you initially sign up for free trial, your ability to access the Capstone Digital Product will cease upon the expiration of the free trial. In order to continue using the Capstone Digital Product, you must provide Capstone a valid payment method (such as a credit card).
- Additional Mobile App Terms. Any licenses purchased for mobile applications via the Apple App Store or the Google Play Store have to be terminated via the Apple App Store or the Google Play Store for technical reasons. Termination must occur no later than 48 hours before the extension of the subscription. Instructions for canceling a subscription are available at <https://support.apple.com/en-us/HT202039> (Apple) and <https://support.google.com/googleplay/answer/7018481?hl=en&co=GENIE.Platform%3DAndroid> (Google).



25. **Termination.** This Agreement will terminate automatically and immediately in the event that you violate any provision of this Agreement. Capstone also reserves the right to terminate or amend this Agreement and any of the licenses granted hereunder at any time without cause; provided that, in the event you have prepaid any fees for a Capstone Digital Product, Capstone will use commercially reasonable efforts to provide you access to a comparable replacement Capstone product or service. Upon termination or cancellation of a license or this Agreement, your account, any Authorized User accounts, and the Capstone Digital Products will become unusable. Users are not entitled to any refund of subscription fees in the event you cancel your subscription. Capstone is under no further obligations to you or your Authorized Users upon your termination of a license or subscription.
26. **Disclaimer of Warranties.** CAPSTONE DIGITAL PRODUCTS AND ALL METHODS AND MEDIA THROUGH OR ON WHICH IT IS PROVIDED INCLUDING WITHOUT LIMITATION ANY HOSTING OR PROVISION OF CAPSTONE DIGITAL PRODUCTS THROUGH THE INTERNET ARE PROVIDED BY CAPSTONE AND ACCEPTED BY YOU "AS IS," "WITH ALL FAULTS," AND WITHOUT ANY WARRANTY WHATSOEVER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, COMPATIBILITY, SUITABILITY, TITLE, OR NONINFRINGEMENT, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY CAPSTONE. CAPSTONE DOES NOT WARRANT THAT THE ACCESS TO CAPSTONE DIGITAL PRODUCTS OR CAPSTONE DIGITAL PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY WEBSITE, APPLICATION, OR SERVER THAT MAKES CAPSTONE DIGITAL PRODUCTS AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CAPSTONE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CAPSTONE DIGITAL PRODUCTS IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. NOTWITHSTANDING ANY STATEMENTS OR DOCUMENTATION TO THE CONTRARY, CAPSTONE DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE CAPSTONE DIGITAL PRODUCTS, INCLUDING PRODUCT CONTENT, ARE INOFFENSIVE, INEXPLICIT, OR AGE OR DEVELOPMENTALLY APPROPRIATE, OR COMPORT WITH ANY LIBRARY OR CONTENT STANDARD OR LAW. THE CAPSTONE DIGITAL PRODUCTS MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.
27. **Limitation of Liability.** TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CAPSTONE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY USE OF OR INABILITY TO USE, ACCESS, OR VIEW CAPSTONE DIGITAL PRODUCTS. YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL CAPSTONE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE CAPSTONE DIGITAL PRODUCTS, INCLUDING (BUT NOT LIMITED TO) ANY UNAUTHORIZED ACCESS, ACQUISITION, USE OR DISCLOSURE OF DATA OR USER CONTENT, OR THE LOSS, DESTRUCTION, OR DELETION OF ANY DATA OR USER CONTENT, EVEN IF CAPSTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL CAUSE OF ACTION ASSERTED. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, CAPSTONE'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW AND IN NO EVENT



SHALL CAPSTONE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OF USE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT PAID BY YOU FOR THE LICENSE TO USE THE APPLICABLE CAPSTONE DIGITAL PRODUCT(S) GRANTED HEREIN.

28. **Indemnification.** To the extent permitted by applicable law, You are legally responsible for your, and your Authorized Users', access, use, and viewing of the Capstone Digital Products. You are responsible for any conduct in violation of this Agreement, applicable law, or the rights granted in this Agreement, whether by you, your Authorized Users, or any third party that gains access to the Capstone Digital Products by or through your or your Authorized Users' actions or inactions. Unless You are a publicly funded, non-profit educational institution and therefore unable to legally indemnify Capstone, to the extent permitted by applicable law, you agree to indemnify, defend and hold harmless Capstone, its officers, directors, employees, successors, and assigns from and against any and all claims, losses, expenses, damages (including, but not limited to, direct, indirect, incidental, consequential, and exemplary damages), fine, liabilities, and costs (including reasonable attorneys' fees, expert fees, and other litigation or investigation costs), whether for defense or prosecution of any of Capstone's, or Capstone's licensors', Intellectual Property rights or other rights under this Agreement resulting from or arising out of your use of or inability to use Capstone Digital Products, any violation by you of this Agreement, and any User Content.

29. **General Provisions.**

- Export Control. Use of the Capstone Digital Products is subject to export and re-export control laws and regulations and required authorizations. You warrant that you are not prohibited from receiving U.S. origin products, including services or software.
- Entire Agreement. This Agreement, the Order, the Capstone Website Terms of Use located at <https://www.capstonepub.com/support/legal-central/website-terms-use>, the Capstone Acceptable Use Policy located at <https://www.capstonepub.com/acceptable-use-policy> and the Capstone Privacy Policies located at <https://www.capstonepub.com/support/privacy-central> constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.
- No Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforceable to the maximum extent permissible, and the other provision of the Agreement will remain in force.
- Force Majeure. Neither party will be liable for or considered to be in breach of or default under this Agreement on account of any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond the party's



reasonable control and that either party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, Capstone will give prompt notice to you and will use commercially reasonable efforts to minimize the impact of the event. This clause in no way abrogates or limits the Disclaimer of Warranty, Limitation of Liability, and Indemnification provisions otherwise set forth in this Agreement and the representations and warranties made in this Agreement.

- Enforcement; Governing Law. If You are a publicly funded, non-profit educational institution, this Agreement will be governed by the internal laws of the State in which You are situated, without regard to its 'conflicts of laws' rule, as identified in the Order. In all other cases, this Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Capstone Digital Products shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in Mankato, Minnesota. You submit to and hereby waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- Assignment. Your rights under this Agreement are not assignable or transferable (by operation of law or otherwise). This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No third-party beneficiaries are intended or shall be construed as created by virtue of this Agreement, including without limitation, the parties agree that your students and faculty are not third-party beneficiaries to this Agreement.
- Modifications to Agreement. Capstone reserves the right to make any necessary changes, modifications, or updates to this Agreement at any time.
- Notices; General Contact Information. For purposes of messages and notices to you about the Capstone Digital Products, we may send you an email to the email address associated with your account, or any other contact information part of the Order, in our discretion. We have no liability associated with or arising from your failure to maintain accurate contact or other information with us. If you have any questions about this Agreement, you may contact Capstone as the following address:

Coughlan Companies LLC d/b/a Capstone, 1710 Roe Crest Drive North Mankato, MN 56003
Email: support@capstonepub.com; legal@capstonepub.com Fax: 1- 888-262-0705

If in the United Kingdom:
Raintree, 264 Banbury Road, Oxford, OX2 7DY, United Kingdom
Email: feedback@raintree.co.uk










2025-10-22 Extension to Capstone-ESUCC Special Buy Agreement_Capstone

Final Audit Report

2025-10-28


Created:	2025-10-22
By:	Jenny Ciancio (jciancio@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_tpglel4WuvJayD70N2BdR5dGqxo6-6

"2025-10-22 Extension to Capstone-ESUCC Special Buy Agree ment_Capstone" History

-  Document created by Jenny Ciancio (jciancio@esucc.org)
2025-10-22 - 6:48:10 PM GMT
-  Document emailed to bids@capstonepub.com for signature
2025-10-22 - 7:07:14 PM GMT
-  Email viewed by bids@capstonepub.com
2025-10-22 - 7:22:24 PM GMT
-  Document signing delegated to Haygood Poundstone (hpoundstone@capstonepub.com) by bids@capstonepub.com
2025-10-23 - 9:34:57 PM GMT
-  Document emailed to Haygood Poundstone (hpoundstone@capstonepub.com) for signature
2025-10-23 - 9:34:57 PM GMT
-  Email viewed by Haygood Poundstone (hpoundstone@capstonepub.com)
2025-10-27 - 2:51:30 PM GMT
-  Document e-signed by Haygood Poundstone (hpoundstone@capstonepub.com)
Signature Date: 2025-10-27 - 2:52:53 PM GMT - Time Source: server
-  Document emailed to Larianne Polk (lpolk@esucc.org) for signature
2025-10-27 - 2:52:54 PM GMT
-  Email viewed by Larianne Polk (lpolk@esucc.org)
2025-10-28 - 3:45:44 PM GMT

 Document e-signed by Larianne Polk (lpolk@esucc.org)

Signature Date: 2025-10-28 - 3:46:08 PM GMT - Time Source: server

 Agreement completed.

2025-10-28 - 3:46:08 PM GMT