



Company Address 4 Militia Drive, Suite 20
Lexington, Massachusetts 02421
United States

Created Date 5/3/2023
Expiration Date 5/31/2023
Quote Number 00001659

Prepared By Lorissa Gomez
Email lgomez@researchchild.org

Contact Name Yesenia Murillo

Bill To Name Mountain View Whisman School District
Bill To 1400 Montecito Ave.
Mountain View, California 94043
United States

Ship To Name Mountain View Whisman School District
Ship To United States

Description Licenses will be valid from August 1, 2023-July 31, 2024.
Account will be managed by Karin Jinbo.

| Product | List Price | Quantity | Sales Price | Total Price |
|---------------------------|------------|----------|-------------|-------------------|
| SMARTS Elementary-Renewal | \$595.00 | 9.00 | \$399.00 | \$3,591.00 |
| SMARTS Secondary-Renewal | \$599.00 | 8.00 | \$399.00 | \$3,192.00 |
| Grand Total | | | | \$6,783.00 |

*This quote is subject to the following Terms and Conditions.
SMARTS licenses are effective for one year from the date of issue and must be renewed annually.*

ResearchILD is a 501(c)(3) not-for-profit organization that relies on license fees from the SMARTS curriculum to help support the ongoing operating costs of researching and developing programs and materials to help students with executive function challenges succeed.

Schools that purchase multiple SMARTS licenses and related services may be eligible for ResearchILD's special packages. In addition to savings on annual license fees, these packages offer many other benefits, including: discounts for ResearchILD's workshops and conferences; access to professional development training, coaching and consultation services; and other resources to help in teaching effective executive function skills to students.

***This quote reflects current pricing and is valid for 30 days from the date of issue.
Prices subject to change.***

TERMS AND CONDITIONS

I. Scheduling, Materials and Set-up.

- A. Customer agrees to work in good faith with ResearchILD to schedule dates for professional development, trainings, coaching and/or other consulting services ("Professional Development") within 30 days of the execution of this Agreement. Unless specifically agreed to in writing, all Professional Development services must be completed within the 12 months following the execution date of this Agreement.
- B. If applicable, Customer is responsible for duplication of hand-outs and providing room set-up as requested by ResearchILD, including projector, easel/whiteboard, etc.

II. Payment.

- A. Unless otherwise specified in writing, payment for SMARTS Licenses and Professional Development (the "Services") are due upon execution of this Agreement (e.g., purchase order due upon signing).
- B. If applicable, travel expenses shall be submitted for reimbursement upon return from each on-Customer-site training session delivered.
- C. Delivery of online curriculum licenses is complete upon issuance of log-in credentials to Customer.
- D. All payments are due within 30 days of receipt of invoice.
- E. ResearchILD reserves the right to charge interest on any overdue payments of fees and other amounts required to be paid by



Customer. Such interest shall accrue at a rate of one and one-half percent (1½%) per month and Customer shall pay ResearchILD's costs of collection including ResearchILD's reasonable attorney fees and court costs.

III. Ownership. Customer acknowledges and agrees that the SMARTS Executive Function Curriculum and the contents of Professional Development trainings, including but not limited to the slides, hand-outs, publications, SMARTS curriculum materials, explanations and worksheets ("Training Materials") are the exclusive property of ResearchILD.

A. The Training Materials may be used solely for distribution to the participants of the Professional Development program and coaching/consultation activities. The Training Materials are provided for instructional purposes only and Customer acknowledges and agrees that neither Customer nor training participants shall have any rights to use, distribute, or grant others the right to use the Training Materials for any other purpose or in any other form without the express written permission of ResearchILD.

B. Customer acknowledges and agrees that the SMARTS Executive Function Curriculum and/or Training Materials may only be used by someone who has an up-to-date, fully paid SMARTS license as described in and subject to the Terms of Use in Attachment A, which is hereby attached and incorporated into these Terms and Conditions.

C. Customer agrees that Professional Development training sessions may not be videotaped and/or recorded without the express written permission of ResearchILD.

IV. Termination. Either Party may terminate the Services if the other party materially defaults in its obligations hereunder and fails to cure such default within fifteen (15) days after receiving written notice of the default. In the event of termination for any reason the Customer agrees that ResearchILD shall be paid its fees and expenses for the completed Services and any expenses associated with the cancellation of training dates. The following provisions survive termination of the Services for any reason: Section III (Ownership), and Section V (Limitation of Liability; Exclusion of Damages), Attachment A (SMARTS Executive Function Curriculum Terms of Use).

V. Limitation of Liability; Exclusion of Damages. In no event will ResearchILD be liable to Customer or any third party for any direct, incidental, consequential, special, indirect, punitive, or exemplary damages including damages for loss of business, loss of profits, loss of goodwill or business reputation, business interruption, loss of data, loss of business information and damages that result from the provision of Services, even if ResearchILD has been advised of the possibility of such damages or losses. In any event, regardless of the form of the action, arising in any way in connection with this agreement, for any cause whatsoever is limited to payment of direct damages in an amount not to exceed \$250.

VI. Applicable Law. These Terms and Conditions will be governed by and construed according to the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws statute, and any dispute shall be resolved in the proper state or federal court in the Commonwealth of Massachusetts.

Attachment A- SMARTS Executive Function Curriculum Terms of Use

The SMARTS program, including the SMARTS Secondary, SMARTS Elementary, and MetaCOG curriculum products: and all related training, lectures, presentations, research findings, publications, concepts, ideas, exercises, graphics, explanations, and/or all materials available via ResearchILD's Websites and any and all other formats are the exclusive property of ResearchILD. Hereinafter all such materials will be referred to as the "SMARTS Curriculum or "SMARTS".

1. Only an authorized individual(s) may utilize the SMARTS Curriculum, an authorized individual ("LICENSEE") is someone who has an up-to-date, fully paid individual, clinic, or school license to use the specified curriculum product(s), (i.e., SMARTS Secondary, SMART Elementary and/or MetaCOG). All licenses must be renewed on an annual basis.
2. To access the specified SMARTS Curriculum product, each LICENSEE must have an individual license assigned by ResearchILD via a unique LICENSEE name and password. If the license is purchased by a school or other organization on behalf of a LICENSEE, the license may be reassigned to another LICENSEE during the license term by contacting ResearchILD to cancel access and request a new LICENSEE name and password.
3. SMARTS Curriculum licenses may not be shared or used by more than one LICENSEE. The SMARTS Curriculum may be used solely for LICENSEE'S students and/or clients. SMARTS may not be distributed, shared, copied or made available for use by anyone other than the authorized LICENSEE. If the LICENSEE has a license assigned by LICENSEE'S school or other organization, SMARTS may be utilized solely for such school's/organization's students. The school/organization that purchased the license(s) is responsible for ensuring all LICENSEES are made aware of and comply with these Intellectual Property terms.
4. LICENSEE may not utilize the SMARTS Curriculum in the following manner without specific written permission from ResearchILD:
 - With students and/or clients as part of an on-line education program, virtual school, or any other remote access program or service with the following exception. Subject to the other Terms of Use included herein, a LICENSEE may upload SMARTS Materials to their own electronic classroom for use with their students.
 - As part of a training program or course for teachers, psychologists, educational therapists and/or any other professions.
 - Any other manner not expressly permitted under these Terms of Use.
5. Use of the SMARTS materials is subject to the Terms of Use described herein. By using any or all of the SMARTS materials, LICENSEE is acknowledging that LICENSEE has read, understood and agreed to be bound by these Terms of Use. If LICENSEE does not agree to these Terms of Use, LICENSEE should not utilize the materials.



Research Institute for
Learning and Development

6. SMARTS materials may only be utilized in their original form with all trademarks, logos and intellectual property language intact. Any permitted use of SMARTS content not in its original form must be clearly identified and have the following reference language included in a visible location: "©2014-2023 ResearchILD. All rights reserved. Use is by permission only."
7. LICENSEE may not: a) modify, b) make improvements, and/or c) create derivative works or adjusted versions of SMARTS (hereinafter referred to as "Modifications") without written permission from ResearchILD. In the event that LICENSEE makes Modifications to SMARTS, LICENSEE hereby acknowledges and agrees that such Modifications: a) must immediately be provided to ResearchILD and b) shall become the exclusive property of ResearchILD. LICENSEE does not retain any ownership or other rights in the Modifications except for the limited, non-transferable license to use the Modifications in accordance with these Terms of Use. Notwithstanding the foregoing, LICENSEE may customize individual handouts or slides for use with LICENSEE's students/clients only.

***Any questions about these Terms of Use or requests for further information should be directed to
ResearchILD 4 Militia Drive, Suite 20, Lexington, MA 02421, telephone: 781-861-3711.***