



Multiple Measures, LLC
685 Placerville Drive #310
Placerville, CA 95667

P (530) 295-1262
F (530) 663-8497
sales@k12multiplemeasures.com
www.k12multiplemeasures.com

authors of:
Multiple Measures Online Assessment Reporting System™

Multiple Measures Online Assessment Reporting System™ **TERMS OF SERVICE**

IMPORTANT - READ CAREFULLY: This Multiple Measures, LLC ("MM") Terms of Service is a legal agreement between the MMARS™ user ("customer") and MM for the MM online services identified above, which include an online interface and may include related software, associated media, printed materials, and online or electronic documentation ("ONLINE SERVICE"), as well as associated support services. The ONLINE SERVICE also includes any updates and supplements to the original ONLINE SERVICE provided to you by MM or its agents, partners, or distributors. Any software provided along with the ONLINE SERVICE that is associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing, or otherwise using the ONLINE SERVICE or SOFTWARE PRODUCT, you agree to be bound by the terms of these Terms of Service. If you do not agree to these Terms of Service, do not install or use the ONLINE SERVICE.

DATA CONFIDENTIALITY AGREEMENT

It is acknowledged and affirmed that the student data being supplied by the customer to Multiple Measures, LLC will be held in the strictest of confidence and will not be distributed or disseminated to any person or entity without the express written permission of the customer. The data shall be used for the ONLINE SERVICE, as well as internal testing and verification purposes.

END-USER LICENSE AGREEMENT (EULA)

ONLINE SERVICE LICENSE

The ONLINE SERVICE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The ONLINE SERVICE is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

Applications Service. You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the ONLINE SERVICE, or any prior version for the same operating system.

License Pack. If this package is a MM License Pack, you may RUN additional copies of the online service up to the number of copies specified therein as "Licensed Copies."

Reservation of Rights. All rights not expressly granted are reserved by MM.



2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Not for Resale. If the ONLINE SERVICE is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, your use of the ONLINE SERVICE is limited to use for demonstration, test, or evaluation purposes and you may not resell, or otherwise transfer for value, the ONLINE SERVICE.

Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the ONLINE SERVICE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of MM.

Rental. You may not rent, lease, or lend the ONLINE SERVICE.

Support Services. MM, or its agents or partners, may provide you with support services related to the ONLINE SERVICE ("Support Services"). Use of Support Services is governed by the MM policies described in the user manual, in "online" documentation, and/or in other Multiple Measures-provided materials. Any supplemental coding provided to you as part of the Support Services shall be considered part of the ONLINE SERVICE and subject to the terms and conditions of this EULA. With respect to technical information you provide to MM as part of the Support Services, MM may use such information for its business purposes, including for product support and development. MM will not utilize such technical information in a form that personally identifies you.

Software Transfer. You may not transfer or sell the EULA or the ONLINE SERVICE.

Termination. Without prejudice to any other rights, MM may terminate this EULA if you fail to comply with the terms and conditions of this EULA.

3. UPGRADES. If the ONLINE SERVICE is labeled as an upgrade, you must be properly licensed to use a product identified by MM as being eligible for the upgrade in order to use the ONLINE SERVICE. A ONLINE SERVICE labeled as an upgrade replaces and/or supplements (and may disable) the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the ONLINE SERVICE is an upgrade of a component of a package of software programs that you licensed as a single product, the ONLINE SERVICE may be used and transferred only as part of that single product package.

4. COPYRIGHT. All title and copyrights in and to the ONLINE SERVICE (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the ONLINE SERVICE), the accompanying printed materials, and any copies of the ONLINE SERVICE are owned by MM or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the ONLINE SERVICE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this ONLINE SERVICE contains documentation which is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the ONLINE SERVICE.

5. EXPORT RESTRICTIONS. This ONLINE SERVICE is not exportable. You specifically agree not to export this ONLINE SERVICE.

MISCELLANEOUS

If you acquired this ONLINE SERVICE in the United States, this EULA is governed by the laws of the State of California.

Should you have any questions concerning this EULA, or if you desire to contact MM for any reason, please write:

Multiple Measures, LLC
Sales Information
685 Placerville Drive #310
Placerville, CA 95667

LIMITED WARRANTY

LIMITED WARRANTY FOR SERVICES ACQUIRED IN THE US. MM warrants that (a) the ONLINE SERVICE will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by MM, its agents or partners, shall be substantially as described in applicable written materials provided to you by MM, its agents or partners, and MM support engineers, its agents or partners, will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the ONLINE SERVICE, if any, are limited to ninety (90) days.

CUSTOMER REMEDIES. MM's and its suppliers' entire liability and your exclusive remedy shall be, at MM's option, either (a) return of the price paid, if any, or (b) repair or replacement of the ONLINE SERVICE that does not meet MM's Limited Warranty and which is returned to MM with a copy of your receipt. This Limited Warranty is void if failure of the ONLINE SERVICE has resulted from accident, abuse, or misapplication. Any replacement ONLINE SERVICE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, MM and its suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the ONLINE SERVICE, and the provision of or failure to provide Support Services. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall MM or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the ONLINE SERVICE or the provision of or failure to provide Support Services, even if MM has been advised of the possibility of such damages. In any case, MM's entire liability under any provision of this EULA shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or U.S.\$5.00; provided, however, if you have entered into a MM Support Services Agreement, MM's entire liability regarding Support Services shall be governed by the terms of that agreement. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.