



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	June 30, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Library Databases for Henrico County Public Schools
CONTRACT NUMBER:	2326C
COMMODITY CODE:	956.38
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	One (1) one-year renewal option through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-642-3640
Email Address:	Kwvenaglia @henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Coughlan Companies LLC d/b/a Capstone
Address:	1710 Roe Crest Drive
City, State:	North Mankato, MN 56003-1806
Contact Name:	Connie Ruyter
Phone Number:	507-385-8486
Email address:	cruyter@capstonepub.com bids@capstonepub.com
ORACLE SUPPLIER NUMBER:	326050
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

**PRICE SCHEDULE
See Exhibit F**

RFP 22-2326-3EMF Contract Product Pricing	Item Number	2025 Contract Price	# of Sites	Months
PebbleGo Bronze Bundle	CPQ-Bronze-Bundle	\$ 1,033.58	1	12
PebbleGo Animals				
PebbleGo Social Studies				
PebbleGo Science				
PebbleGo Biographies				
PebbleGo Health				
PebbleGo Silver w/ K-3 & Next Bundle	CPQ-Silver-K3-Next-Bundle	\$ 1,431.42	1	12
PebbleGo Animals				
PebbleGo Social Studies				
PebbleGo Science				
PebbleGo Biographies				
PebbleGo Health				
PebbleGo Next Health				
PebbleGo Next States and Indigenous Peoples' History				
PebbleGo Next Science				
PebbleGo Next Social Studies				
PebbleGo Next Biographies				
PebbleGo Gold w/ K-3, Spanish & Next Bundle	CPQ-Gold-K3-Spanish-Next-Bundle	\$ 1,590.54	1	12
PebbleGo Animals				
PebbleGo Social Studies				
PebbleGo Science				
PebbleGo Biographies				
PebbleGo Health				
PebbleGo Animales				
PebbleGo Ciencia				
PebbleGo Estudios Sociales				
PebbleGo Biografias				
PebbleGo Salud				
PebbleGo Next States and Indigenous Peoples' History				
PebbleGo Next Health				
PebbleGo Next Science				
PebbleGo Next Biographies				
PebbleGo Next Social Studies				
PebbleGo Platinum w/ K-3, Spanish, Next & RM Bundle	CPQ-Platinum-K3-Spanish-Next-RM-Bundle	\$ 1,908.82	1	12
PebbleGo Animals				
PebbleGo Social Studies				

PebbleGo Science
PebbleGo Biographies
PebbleGo Health
PebbleGo Animales
PebbleGo Ciencia
PebbleGo Estudios Sociales
PebbleGo Biografias
PebbleGo Salud
PebbleGo Next States and Indigenous Peoples' History
PebbleGo Next Health
PebbleGo Next Science
PebbleGo Next Biographies
PebbleGo Next Social Studies
PebbleGo Read More Animals Subscription
PebbleGo Read More Science Subscription

Individual Unit Pricing

PebbleGo Animals	9781429636995	\$	399.00	1	12
PebbleGo Social Studies	9781620659526	\$	399.00	1	12
PebbleGo Science	9781429657723	\$	399.00	1	12
PebbleGo Biographies	9781429668187	\$	399.00	1	12
PebbleGo Health	9781496688385	\$	399.00	1	12
PebbleGo Next States & Indigenous Peoples' History	9781491426395	\$	399.00	1	12
PebbleGo Next Health	9781669073567	\$	399.00	1	12
PebbleGo Next Science	9781515736028	\$	399.00	1	12
PebbleGo Next Biographies	9781543553918	\$	399.00	1	12
PebbleGo Next Social Studies	9781515796640	\$	399.00	1	12
PebbleGo Spanish	CPQ-K3-Spanish Bundle	\$	499.00	1	12
PebbleGo Read More Animals Subscription	9781543592450	\$	499.00	1	12
PebbleGo Read More Science Subscription	9781543592467	\$	499.00	1	12
PebbleGo Create	CPQ-K-5 Create Tool	\$	500.00	1	12



COMMONWEALTH OF VIRGINIA
County of Henrico

**Non-Professional Services Contract
Contract No. 2326C**

This Non-Professional Services Contract (this "Contract") entered into this 11th day of October 2022, by Coughlan Companies LLC d/b/a Capstone (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2326-3EMF, dated May 27, 2022 (the "Request for Proposals"), for Library Databases for Henrico Public Schools.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit F. Capstone will hold pricing for two (2) years without any increase. After the second year, pricing shall not increase more than 3% unless approval is given by the Purchasing Director.

CONTRACT TERM: The Contract term shall be from execution of this Contract through June 30, 2023. HCPS may renew the Contract for up to four (4) one-year terms by giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. Capstone Product End User License Agreement, last updated January 28, 2022 (Exhibit C);
5. Contractor's Children's Privacy Policy, last updated January 28, 2022 (Exhibit D);
6. The Negotiated Modifications (Exhibit E);
7. The General Contract Terms and Conditions included in the Request for Proposals;
8. Contractor's Best and Final Offer dated July 25, 2022 (Exhibit F);
9. Contractor's Original Proposal dated June 10, 2022 (Exhibit G); and
10. The Scope of Services included in the Request for Proposals.

NON-EXCLUSIVE CONTRACT: Nothing in this Contract constitutes an offer from or promise by HCPS to purchase any goods or services exclusively from the Contractor. HCPS reserves the right to purchase goods and services like, or the same as, the goods and services that are subject of this Contract from other sources.

QUOTES: Any quotes issued by Contractor pursuant to this Contract shall incorporate the Contract Documents. If there is any conflict between a quote and the Contract Documents, the Contract Documents shall prevail and supersede any inconsistent terms.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

Coughlan Companies LLC d/b/a Capstone

1710 Roe Crest Drive
North Mankato, MN 56003-1806

Connie Ruyter
Signature

Connie Ruyter, Proposal Manager
Printed Name and Title

10/11/2022
Date

County School Board of Henrico County,
Virginia
406 Dabbs House Road
Henrico, VA 23223

Oscar Knott
Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

10/12/22
Date

APPROVED AS TO FORM

Wynne D. Brown
10/11/22
ASSISTANT COUNTY ATTORNEY

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia] (“County”) and Coughlan Companies LLC d/b/a Capstone, a Minnesota limited liability company, (“Licensor”), are entering into Non-Professional Services Contract No. 2326C for Library Databases for Henrico County Public Schools (“Agreement”). Licensor has requested that its Capstone Product End User License Agreement last updated January 28, 2022 (“Contract”) be incorporated by reference into the Agreement. This License Agreement Addendum (“LAA”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“Software”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

For good and valuable consideration, the parties agree as follows:

1. Certain provisions may appear in or be incorporated by reference into the Contract that the County does not accept. If any of the following provisions appear in the Contract, or if any provisions in the Contract have the effect of any of the following, such provisions are void, will not have any effect, and will not be enforceable against the County:
 - A. Requiring the application of the law of any place other than the Commonwealth of Virginia, United States of America in interpreting or enforcing the Contract;
 - B. Requiring or permitting that any dispute under the Contract be resolved in any court other than a state court of competent jurisdiction in Henrico County, Virginia;
 - C. Requiring any total or partial compensation or payment for lost profits or liquidated damages by the County if the Contract is terminated early;
 - D. Imposing any interest rate in excess of one percent per month or the default interest rate under Title 2, Chapter 43, Article 4 of the Code of Virginia, whichever is lower;
 - E. Requiring the County to maintain insurance for Licensor’s benefit;
 - F. Granting Licensor a security interest in any property of the County;
 - G. Requiring the County to indemnify, defend, or hold harmless Licensor or any entity or person for any act or omission of the County, including the County’s officers, agents, and employees;
 - H. Limiting or adding to the time period within which claims can be made or actions can be brought pursuant to Title 8.01, Chapter 3 of the Code of Virginia;
 - I. Restricting or prohibiting the County’s selection and approval of counsel or approval of any settlement;
 - J. Binding the County to any arbitration or otherwise committing the County to participate in any binding form of alternative dispute resolution;
 - K. Obligating the County to pay costs of collection or attorney’s fees;
 - L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
 - M. Requiring the County to limit its rights or waive its remedies at law or in equity;
 - N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
 - O. Limiting the liability of Licensor for property damage, death, or personal injury;

- P. Capping the County's damages or excluding types of damages available to the County;
 - Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
 - R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
 - S. Requiring that the County waive any immunity to which it is lawfully entitled;
 - T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
 - U. Obligating the County beyond approved and appropriated funding;
 - V. Permitting Licensor to unilaterally modify the Contract;
 - W. Having the Contract supersede agreements negotiated by the parties;
 - X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
 - Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
 - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract; or
 - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance.
2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
 3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.
 4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.
 5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.
7. This LAA and the Agreement shall take effect simultaneously.
8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

Coughlan Companies LLC d/b/a Capstone

County School Board of Henrico County,
Virginia

Connie Ruyter
Signature

Oscar Knott
Signature

Connie Ruyter, Proposal Manager
Printed Name and Title

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

10/11/2022
Date

10/12/22
Date

APPROVED AS TO FORM

Allyssa D Brown

10/11/22

ASSISTANT COUNTY ATTORNEY

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement ("DPA") is entered into by and between the

County School Board of Henrico County, Virginia

(hereinafter referred to as "Division") and

Coughlan Companies LLC dba Capstone

(hereinafter referred to as "Provider") on

06/10/2022

The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Division with certain digital educational services ("Services") as described in Article I and Exhibit "A"; and

WHEREAS, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g and 34 CFR Part 99, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§ 1400 *et. seq.*; and

WHEREAS, the documents and data transferred from Virginia Divisions and created by the Provider's Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*.

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit "C") transmitted to Provider from the Division pursuant to Exhibit "A", including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit "C") from Pupil Records (as defined in Exhibit "C") are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2. Nature of Services Provided. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Please see **Exhibit A**

3. **Division Data to Be Provided**. In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as **Exhibit “B”**:

Please see Exhibit B

4. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division**. All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, 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 Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access**. Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account**. Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request**. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

- 1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
 - a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
 - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
 - i. date, estimated date, or date range of the loss or disclosure;
 - i. Division Data that was or is reasonably believed to have been lost or disclosed;
 - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments:** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: Melissa Brodin
Title: Senior Risk & Contracts Officer
Address: 1710 Roe Crest Drive, North Mankato, MN
eMail: mbrodin@capstonepub.com
Phone: (800) 747-4992

The designated representative for the Division for this Agreement is:

Name: _____
Title: _____
Address: _____
eMail: _____
Phone: _____

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

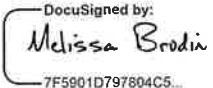
Name: Melissa Brodin
Title: Senior Risk & Contracts Officer
Address: 1710 Roe Crest Drive, North Mankato, MN 56003
eMail: privacy@capstonepub.com
Phone: (800) 747-4992

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Virginia Student Data

Privacy Agreement as of the last day noted below.

Provider Signature 
Date: 06/10/2022
Printed Name: Melissa Brodin
Title: Senior Risk & Contracts Officer

Division Signature John B. Wack
Date: 10/12/2022
Printed Name: John B. Wack
Title: Chief Financial Officer

APPROVED AS TO FORM

 10/11/22
ASSISTANT COUNTY ATTORNEY

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

This Exhibit "A" applies to the following educational platforms and tools offered by Capstone:

Product Line A, referred to as Line A on Exhibit "B", Schedule of Data
PebbleGo (Including PebbleGo Next, PebbleGo Spanish, Read More)
Capstone Interactive
Capstone Connect

Product Line B, referred to as Line B on Exhibit "B", Schedule of Data
PebbleGo Create with Buncee
Buncee

PebbleGo. Capstone's unique database of educational curriculum with informational articles, ready-made activities, and literacy supports. PebbleGo Next incorporates a streamlined interface, animated highlighting, educational videos and games. PebbleGo Spanish provides Spanish modules, while Read More provides two read-aloud eBooks connected to each article in the PebbleGo Animals and Science modules. PebbleGo does not have individual student accounts, but rather a single building account shared by all students and educators which can be configured to support IP authentication. PebbleGo does not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content.

Capstone Interactive. Over 5,000 titles of interactive eBooks designed specifically for PreK-Grade 5. This product does not have individual student accounts, but rather a single building account shared by all students and educators which can be configured to support IP authentication. Capstone Interactive does not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content.

Capstone Connect. Capstone's large online source of K-5 eBook bundles, nonfiction articles, and instructional support united by a single search. This product does not have individual student accounts, but rather a single building account shared by all educators which can be configured to support IP authentication. Capstone Connect is a platform for educators, and therefore does not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content.

PebbleGo Create with Buncee. As an add-on to PebbleGo, PebbleGo Create with Buncee is a creation tool that allows students, educators, and administrators to create and publish original and authentic content. This product does have individual student accounts which can be created by syncing Google Classroom roster data or Microsoft 365 roster data with PebbleGo Create, or manual upload via CSV.

Buncee. A K-12 creation and communication tool that allows students, educators, and administrators to create and publish original and authentic content. This platform is delivered through Buncee for Schools & Districts or Buncee Classroom. These products do have individual student accounts. Buncee for Schools & Districts accounts can be created by syncing Google Classroom or Microsoft 365 roster data with Buncee, or manual upload via CSV. Buncee Classroom accounts can be created by manual entry or manual upload via CSV.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**EXHIBIT "B"****SCHEDULE OF DATA**

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/> Line A, Line B
	Other application technology meta data- Please specify:	<input type="checkbox"/> Browser Agent, Line A Line B
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/> De-identified, Line A, Line B
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information- Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information- Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Parent/ Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/ Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/> Line B
	Student app username	<input checked="" type="checkbox"/> Line B
	Student app passwords	<input checked="" type="checkbox"/> Encrypted, Line B
Student Name	First and/or Last	<input checked="" type="checkbox"/> Full name not required, Line B
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/> within their creations, Line B
	Other student	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

No Student Data Collected at this time ☐.

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

Data Breach means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

Division Data includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, *i.e.*, twenty students in a particular grade or less than twenty students with a particular disability.

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

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- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifiers Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education 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 pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

Securely Destroy: Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is 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 education

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

Student Generated Content: Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

Subscribing Division: A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Third Party: The term "Third Party" means an entity that is not the Provider or Division.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is Complete. Disposition extends to all categories of data.

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS****1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: DocuSigned by:

7F5901D797804C5...

Date: 06/10/2022

Printed Name: Melissa Brodin

Title/Position: Senior Risk & Contracts Officer

2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

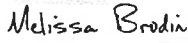
BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

**TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER
THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

BY: DocuSigned by:

7F5901D797804C5...

Date: 06/10/2022

Printed Name: Melissa Brodin

Title/Position: Senior Risk & Contracts Officer

Email Address privacy@capstonepub.com



Capstone Product End User License Agreement

Last Updated: January 28, 2022

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"):

- PebbleGo (Including Add-Ons and Mobile Applications)
- Capstone Interactive
- Capstone Connect
- PebbleGo Create with Buncee
- Buncee (Including all Buncee products and Mobile Applications)
- Raintree (Including Raintree Online and Engage Literacy)
- No Nonsense 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, or (iii) your acceptance of this Agreement. 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.

5. Account Creation and Credentialing.

- a. 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.
- b. Educators are, and Schools/Districts 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 or sharing such User Content, you grant Capstone and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns, and all other Capstone Digital Products users, a non-exclusive, sublicensable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, and/or download 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, 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.

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 the license granted above 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:

- a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.



- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- c. Infringe any patent, trademark, trade secret, copyright, or other Intellectual Property or other rights of any other person.
- d. 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.
- e. Be likely to deceive any person.
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- g. Contain any alcohol-related or mature content without appropriate age-based restrictions.
- h. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- i. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- j. Give the impression that they emanate from or are endorsed by Capstone or any other person or entity, if this is not the case.
- k. 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.
- l. Criticize Capstone, the Capstone Digital Products, or the service of any of Capstone's operational partners

b.

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

- a. 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.
- b. 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>.
- c. 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.

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. [For more information about the features and functionality specific of each Capstone Digital Product, please review our product details [here](#).]

- **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 Google Classroom or Microsoft Office 365 with 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



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- 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 Google Classroom or Microsoft Office 365 with 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.
- **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



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- **No Nonsense Literacy.** A No Nonsense Literacy subscription is available to a General Adult, Parent/Legal Guardian, or Educators and Schools/Districts. When you purchase a No Nonsense Literacy license, you are not able to create accounts or logins for students. All individuals and faculty 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.

- a. 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.
- b. 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.
- c. 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.

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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. 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.

21. Duration of Access to Certain Content. Capstone will provide access to Capstone Digital Products in a form and format that is in the sole discretion of Capstone. Due to licensing restrictions that may apply to a Capstone Digital Product, or the content or offerings contained therein, Capstone reserves the right to remove, modify or replace any specific content (such as, without limitation, text, images, books, photographs, or videos) of the Capstone Digital Products in its sole discretion.

22. Term.

- a. 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.
- b. Renewals. In the case of a subscription license, after each subscription term, the subscription term will automatically renew for the agreed upon term (e.g., 1 month or one year), unless you cancel the service before the current term runs out. 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.
- c. Free Trial. If you initially sign up for free trial, you must provide Capstone a valid payment method (such as a credit card) to continue using the Capstone Digital Product at the end of the trial period. If you do provide a payment method in connection with your trial subscription, and you do not cancel the subscription before the free trial ends, you will be billed monthly starting at the end of your free trial. If you do not provide Capstone a payment method in connection with your free trial subscription, your subscription to the Capstone Digital Product will be terminated at the end of the free trial period and your account will be closed.
- d. 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).

- 23. 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.
- 24. 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, 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. THE CAPSTONE DIGITAL PRODUCTS MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.
- 25. 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.

26. 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.

27. General Provisions.

- a. 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.
- b. Entire Agreement. This Agreement, the Order, the Capstone Website Terms of Use located at <https://www.capstonepub.com/support/legal-central/website-terms-use>, 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.
- g. 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.
- h. Modifications to Agreement. Capstone reserves the right to make any necessary changes, modifications, or updates to this Agreement at any time.
- i. 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



Pursuant to Section 2 above, the terms set forth in this Agreement shall be deemed accepted by the parties 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, or;
- (iii) your acceptance of this Agreement

You/Your (subscriber acknowledgement):

Date: _____

I Accept:

Capstone Children's Privacy Policy

Last Updated: 01/28/2022

Coughlan Companies, LLC dba Capstone ("Capstone") is committed to protecting the privacy of children who use our sites and applications. Certain Capstone products, such as PebbleGo, Raintree Online, PebbleGo Create and Buncee, are offered online via our websites (including pebblego.com, online.raintree.co.uk, and buncee.com) or mobile applications (including the PebbleGo app and the Buncee app) and are directed toward children under 13 (collectively, for the purposes of this Policy, the "**Products**"). As such, we aim to provide further privacy protections with respect to Personal Information we may collect from or about children via or in connection with the Products. This Children's Privacy Policy ("**Policy**"), which is part of the Capstone Products Privacy Notice, explains our information collection, disclosure, and parental consent practices with respect to information provided by children under the age of 13 in the United States and under the age of 16 in the European Union ("**child**" or "**children**"). Only the general Capstone Products Privacy Notice applies to information provided by all other teens and adults.

All Capstone Products comply with the U.S. Children's Online Privacy Protection Act ("**COPPA**") , and prior to its acquisition by Capstone, Buncee LLC was a signatory of the [Student Privacy Pledge](#) and participated in the [iKeepSafe Safe Harbor](#) program. COPPA requires us to inform parents and legal guardians ("**parents**") and teachers, administrators, schools, districts and other educators ("**educators**") about our practices for collecting, using and disclosing personal information from children under the age of 13. It also requires us to obtain verifiable consent from a child's parent for certain collection, use and disclosure of the child's personal information. For more information about COPPA and general tips about protecting children's online privacy, please visit [OnGuard Online](#).

Capstone also takes its responsibility to support educators with their obligations under the Family Educational Rights and Privacy Act ("**FERPA**") seriously. The collection, usage, access, and transparency practices described in this Policy reflect Capstone's commitment to support its customers' FERPA compliance efforts. Please review the Capstone Product End User License Agreement for more details regarding Capstone's rights and responsibilities with respect to its customers' FERPA obligations.

We understand and are committed to respecting and protecting children's privacy online. We urge parents and educators to instruct their children/students to never give out their real names, addresses, phone numbers, or any other information that would allow someone to identify or contact the child. If you believe that your child/student has gained access to a Capstone Product without your consent, or if you have any questions or concerns, please contact us at privacy@capstonepub.com.

For more information about Capstone Corporate privacy practices, [visit here](#).

[PebbleGo \(Excluding the PebbleGo Create with Buncee Tool\), Capstone Interactive, Capstone Connect, and Raintree \(Including Raintree Online and Engage Literacy\)](#)

The only information collected from or about children via or in connection with the PebbleGo, Capstone Interactive, Capstone Connect, or Raintree products available at pebblego.com, mycapstonelibrary.com, or online.raintree.co.uk is the IP address associated with the access and use of the Product by a child user. Such information may be used and shared by Capstone as described in this Policy.

This section does not apply to PebbleGo Create with Buncee, which is described in more detail below.

What Children's Personal Information We Collect

This section describes the Personal Information collected from or about children via or in connection with the Products. For the purposes of this Policy, "Personal Information" means any personal information relating to an identified or identifiable individual that is collected online.

Buncee

We collect the following categories of Personal Information in connection with use or access of Buncee via buncee.com or the Buncee mobile application:

- **Account and contact information.** When an account is registered for a child to become a user of Buncee, we may collect the child's first and last name, email address, birthdate in order to comply with applicable laws, and designated username and password.
- **Device and usage information.** We also collect a child-user's IP address, which includes general location information such as the zip code, state or country from which a child accessed the Buncee product, details regarding how and when a child accessed or used Buncee, the geolocation data of the device a child used to access Buncee, the frequency and duration of usage, the pages viewed and related pageview activity, and other information about a child's access of or interaction with Buncee.
- **Classroom, school, or district information.** We may collect a child's school address, grade, educator, assignment grades and feedback, and instructional progress and engagement.
- **Communication information.** We may collect a child's reactions, comments, and replies to educators' or other users' communications when using the Product.
- **Parental information.** We may collect information concerning a child's parents or legal guardians, such as name, e-mail address, or payment card information that can be combined with the information described above.

This information is collected directly by Capstone in connection with the creation of an account for a child user, as described in more detail below:

- Under a Buncee Classroom subscription, a student account ("**Student Account**") can only be created by educators under their subscribers of the Buncee Classroom plan, and do not require the submission of email, gender or birth data.
- Under a Buncee Schools & Districts subscription, only school or district administrators can subscribe to an account. Educator and student accounts are created by syncing Google Classroom roster data with Buncee, by syncing Microsoft Office 365 roster data with Buncee, or by manual upload via CSV.
- Free and Premium Buncee accounts ("**Child Account**") created by parents or a non-educator require parent/guardian verifiable consent permission for those under 13 years of age under COPPA, or under 16 years of age under GDPR, to hold an account, and submission of any Personal Information such as contact information, gender or birth data is not required.

We also collect this information directly when a child uses the features and functionality of Buncee to engage in educator managed or distributed materials, and to create, share, and post Buncees.

PebbleGo Create with Buncee

We collect the following categories of Personal Information in connection with use or access of PebbleGo Create via pebblego.com:

- **Account and contact information.** When an account is registered for a child to become a user of PebbleGo Create with Buncee, we may collect the child's first and last name, email address, birthdate, and designated username and password.
- **Device and usage information.** We also collect a child-user's IP address, which includes general location information such as the zip code, state or country from which a child accessed the PebbleGo Create product, details regarding how and when a child accessed or used PebbleGo Create, the geolocation data of the device a child used to access PebbleGo Create, the frequency and duration of usage, the pages viewed and related pageview activity, and other information about a child's access of or interaction with PebbleGo Create.
- **Classroom, school or district information.** We may collect a child's school address, grade, educator, assignment grades and feedback, and instructional progress and engagement.
- **Communication information.** We may collect a child's reactions, comments, and replies to educators' or other users' communications when using the Product.
- **Parental information.** We may collect information concerning a child's parents or legal guardians, such as name or e-mail address that can be combined with the information described above.

This information is collected by Capstone in connection with the creation of an account, as described in more detail below:

- Under a PebbleGo Create with Buncee subscription, only school or district administrators can subscribe to an account. Educator and student accounts are created by syncing Google Classroom roster data with Buncee, by syncing Microsoft Office 365 roster data with Buncee, or by manual upload via CSV.

We also collect this information when a child uses the features and functionality of PebbleGo Create to engage in educator managed or distributed materials, and to create, share, and post information in PebbleGo Create.

Your decision to consent to the provision of a child's Personal Information is voluntary, but if you choose not to provide any requested information, you or your child may not be able to take advantage of all the features of the Products. We will not require a child to provide more information than is reasonably necessary in order to use the Products.

User Content

The Buncee and PebbleGo Create Products allow users to submit, transmit, share, create, or post information. Such information may include personal information, such as photographs, video or audio files, or recordings of a child's voice. While this information may be submitted by a user to the Product, Capstone does not specifically collect this information about any user. Further, Capstone does not decide or control how any user-submitted information is used, published, or shared by users.

Information that is Automatically Collected

In addition to the direct collection in connection with the Products described above, we use technology to automatically collect information from our users, including children, when they access and navigate through the Products and use certain of its features. For more information about the technologies we use and the information collected, see the “Information that is Automatically Collected” section of our General Capstone Products Privacy Policy.

We may combine the information we collect through these technologies with personal information about you or your child that we collect online.

For information about our automatic information collection practices, including how you can opt out of certain information collection, see our General Capstone Products Privacy Policy.

Information Collected from Third Parties

In connection with a school, district, or administrator subscription, we may collect information about you or your child from the applicable school, district, or administrator by syncing Google Classroom roster data with the Products, by syncing Microsoft Office 365 roster data with the Products, or by manual upload via CSV.

How We Use Children’s Personal Information

We use children’s Personal Information we collect from or about your child for the following purposes:

- verify if a child is under the age of 13 in the United States and under the age of 16 in the European Union;
- verify parental or educational institution consent for the collection and use of a child’s information;
- allow them to create and access their accounts;
- allow them to use the Products in accordance with the products’ specifications and documentation;
- provide updates about their work or the Products;
- track performance in quizzes or other activities;
- estimate our audience size and Capstone Product usage patterns;
- facilitate the functionality of our websites and mobile applications, including payment-related functionality;
- store information about a child’s preferences, allowing us to customize the content according to a child’s individual interests;
- to comply with legal and regulatory obligations, respond to lawful subpoenas or governmental requests, as needed;
- to maintain, improve, and analyze our Sites, ads, and the products and services we offer;
- detect, prevent, or investigate suspicious activity or fraud;

- maintain appropriate records for internal administrative purposes;
- maintain a safe, secure, and trusted environment for a child uses a Capstone Product;
- enforce our terms, policies, and agreements with you and any applicable third parties; and/or
- allow interaction with an educator or school administrator or other users

We use cookies and other tracking technologies to personalize a child's experience, analyze user trends, and improve the Products. If a child can be identified from this information, for example by combination with other pieces of information, then we will treat this information as Personal Information. You can learn more about our use of cookies and other tracking technologies in the "Use of Cookies" section of our general Corporate Privacy Notice.

We do NOT use or sell children's Personal Information for any of the following purposes:

- Advertising purposes; and
- We do not collect geolocation information

In any case that we collect Personal Information from a child, we will retain that information only so long as reasonably necessary to fulfill the activity request or allow the child to continue to participate in the activity, and ensure the security of our users and our services, or as required by law. If we learn that we have received Personal Information from a child that is inconsistent with this Policy, we will delete the data. If you believe that we have received Personal Information from a child in error, please contact us at privacy@capstonepub.com to request deletion of that information.

How We Share Children's Personal Information:

We may share or disclose Personal Information collected from children in a limited number of cases, including the following:

- with our service providers and vendors if necessary for them to perform a business, professional, or technology support function for us;
- to comply with the law;
- to respond to claims or comply with legal process served on Capstone (e.g., a lawful subpoena, warrant, or court order);
- to enforce or apply our policies or agreements;
- to protect and defend our rights or property or that of our customers, employees, visitors, or the public;
- in connection with an acquisition, liquidation, divestiture, restructuring, reorganization, dissolution, merger, or sale or transfer of some or all of our assets (including the negotiation of the same), whether as a going concern or as a part of bankruptcy, liquidation, or a similar proceeding, where the information is among the items being transferred;
- if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure; and
- to any other parties for any purpose we disclose to you before a child's information is collected or to which a child's parent otherwise consents.

The Products also offer social features, including posting on Buncee Boards, sending invitations, or other communication features that allow and enable children to communicate with others through the

Products. We do not control the types of information a child can send or post through them. We encourage parents and educators to educate children about safety online and to carefully monitor their children's use of social features to ensure they do not disclose their personal information through them.

Registration Information:

Parents must complete the registration process for their children with respect to Child Accounts, and educators must complete the registration process for their students with respect to Student Accounts. When we receive a request from a child to register for a Child Account or from a district/school or an educator to register a child for a Student Account, we will provide direct notice (the “**COPPA Notice**”) to the parent, administrator, or educator, as applicable, via email in accordance with COPPA to, among other things, notify the parent/administrator/educator of the following:

- a. that, with respect to Child Accounts, we have collected the parent’s online contact information and the child’s name from the child for the purpose of getting the parent’s consent to collect, use or disclose personal information from the child;
- b. that verifiable consent from the parent is required for the collection, use or disclosure of the child’s personal information;
- c. that we will not collect, use or disclose personal information from the child if the parent does not provide consent;
- d. what additional personal information we intend to collect from the child and how we may disclose the information to others;
- e. how the parent/educator can access this Privacy Policy;
- f. how the parent can give verifiable consent; and
- g. that if the parent does not give consent within a reasonable time, we will delete the parent’s and child’s online contact information from our records.

Child Accounts

With respect to Child Accounts, before the collection, use or disclosure of personal information from children, we will request verifiable consent from parents. To provide us with verifiable consent, the parent must, among other requirements,

- a. click on the registration verification link contained in the COPPA Notice;
- b. provide or confirm information, including limited, basic, personal information about themselves and their children, as prompted by our registration processes;
- c. agree to abide by our Product End User License Agreement and to ensure that any use of our services by their children does not violate our Product End User License Agreement;
- d. review and edit their child’s username to ensure that no personally identifiable information is present in the child’s username;
- e. review and consent to Capstone’s practices with respect to collecting and using personal information from children under 13 in the United States and under the age of 16 in the European Union; and
- f. print and sign our consent form and return it to us by (1) mailing the signed consent form to Coughlan Companies LLC d/b/a Capstone, ATTN: Data Privacy Administrator, 1710 Roe Crest Drive North Mankato, MN 56003, (2) faxing the signed consent form to 1- 888-262-0705, or (3) scanning and emailing the signed consent form to privacy@capstonepub.com.

Children may not use Buncee or other products until we receive and process this verifiable consent. If we determine that a user is under 13 and we have not received a signed consent form from this child's parent, we will take steps to delete all or virtually all content posted by the user and take reasonable technical measures to delete all or virtually all stored user information about the user from our records, in compliance with applicable laws.

Student Accounts

Where a district/school administrator or an educator registers its students for Student Accounts, we will not obtain verifiable consent directly from parents, and will instead obtain consent from the district/school administrator on the parents' behalf. In doing so, we presume that the district/school administrator's or educator's registration for such accounts and authorization for the collection, use and disclosure of students' personal information is based upon the district/school administrator or educator having obtained the parents' consent. In this regard, the district/school administrator or educator will act as the parent's agent and consent to the collection, use and disclosure of children's personal information on the parent's behalf.

Accessing and Correcting A Child's Personal Information

At any time, a parent, educator, school and/or district may review the child's personal information maintained by us, require us to correct or delete the personal information and/or refuse to permit us from further collecting or using the child's information.

A parent, educator, school and/or district can review, change or delete their child's personal information by:

- Logging into their child's account and visiting his or her account profile page.
- Sending us an email at privacy@capstonepub.com. To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make corrections.

Additional Steps We Take to Protect Children's Personal Information

When we intend to collect Personal Information from children, we take additional steps to protect children's privacy, including the following:

- In accordance with applicable law, and our practices, we obtain consent for the collection of Personal Information from their children, or for sending information about our Products and Services directly to their children;
- We notify parents or schools, as appropriate, about our information practices with regard to children, including the types of Personal Information we may collect from children, how we may use the Personal Information collected, and whether and with whom we may share that information;
- Some of the features on our Products are age-gated so that they are not available for use by children, and we do not knowingly collect Personal Information from children in connection with those features.
- We limit our collection of children's Personal Information to no more than is reasonably necessary to use our Products; and

- We give parents access or the ability to request access to Personal Information we have collected from their children and the ability to request that the Personal Information be changed or deleted.

Operators that Collect or Maintain Information from or about Children

Other than Coughlan Companies, LLC, no other operators may collect or maintain personal information from or about children through the Products. All inquiries about our privacy practices and use of children's information can be directed to the "Contact Us" information below.

Contact Us

If you have any questions or suggestions regarding this Policy, please contact us at:

Coughlan Companies, LLC dba Capstone

Data Privacy Administrator

1710 Roe Crest Drive

North Mankato, MN 56003

Email: privacy@capstonepub.com

Contact number: 888-262-0705

If in the United Kingdom:

Raintree

264 Banbury Road

Oxford, OX2 7DY

United Kingdom

Email: feedback@raintree.co.uk

EXHIBIT E
NEGOTIATED MODIFICATIONS TO
CONTRACT No. 2326C

These Negotiated Modifications are hereby incorporated into Contract 2326C (the "Contract") for Library Databases for Henrico County Public Schools as of the effective date of the Contract.

WHEREAS, HCPS and Coughlan Companies LLC d/b/a/ Capstone desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the General Contract Terms and Conditions included in the Request for Proposals ("RFP") are modified as follows as of the effective date of the Contract:

1. The text in Sec. V.F.1 is deleted and replaced by the following: The County may terminate the Contract for cause.
2. Sec. V.F.3 is deleted in its entirety.

EXHIBIT F



July 25, 2022







Commonwealth of Virginia, County of Henrico
Eileen M. Falcone
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: RFP 22-2326-3EMF Library Database BAFO

Ms. Falcone,

Capstone is submitting our original offer as our BAFO. We will lock the price in for 2 years without any increase in price. I have added the regular price sheet at the end of the BAFO to show that we are already giving the district a 25% discount for multiple sites. Capstone has not raised the pricing on our medal packages since inception; however, we have added hundreds of articles to the platform and upgraded to be 508 compliant at no additional cost to the customer. The content will continue to grow in PebbleGo Databases.

Henrico Schools has increased their usage of PebbleGo Databases over 250% since it was first implemented in 2012. Henrico can continue to engage educators and students to increase student literacy, reading comprehension, and curriculum knowledge by utilizing PebbleGo Databases. Currently Henrico Schools are utilizing our PebbleGo Gold Medal Package, picture below, which includes hundreds of curriculum related content articles.

			SY	Sum of Total Article Views			
			SY12-13	342,358			
			SY13-14	374,477			
			SY14-15	418,367			
			SY15-16	530,767			
			SY16-17	696,410			
			SY17-18	788,448			
			SY18-19	785,049			
			SY19-20	870,210			
			SY20-21	882,996			
			SY21-22	862,911			
				6,551,993			

Please contact me if there are any questions or if further information is needed concerning this quote.

Best regards,

Connie Ruyter

Connie Ruyter, Bid and Contract Manager
Coughlan Companies LLC dba Capstone
(800) 747-4992 Ext. 58486
bids@capstonepub.com

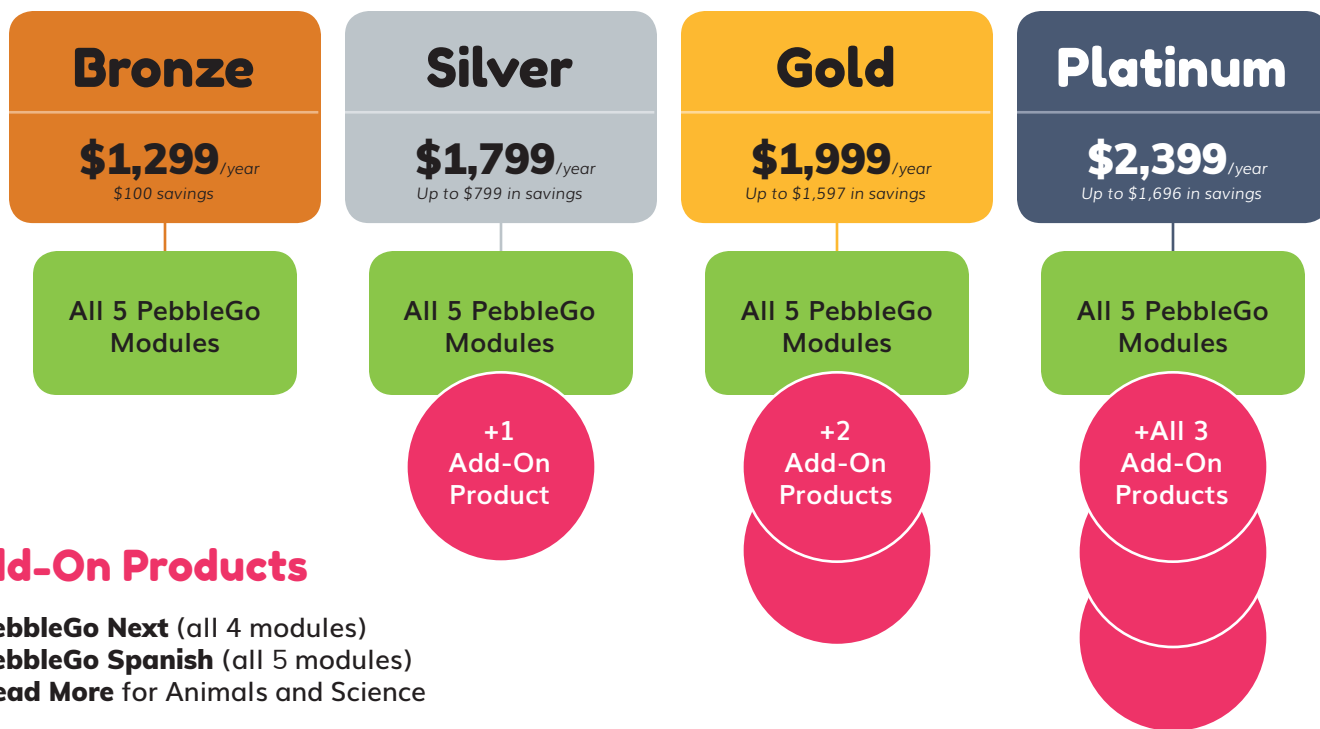
**ATTACHMENT H
BAFO Pricing Scenario**

Name of Offeror: <u>Coughlan Companies LLC dba Capstone</u> Grades Submitted for: <u>PK-5</u>	Name of Program: <u>PebbleGo Databases - Gold Package</u> Contains 5 English and Spanish Modules of PebbleGo and 4 Modules of PebbleGo Next Databases	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		Regular price of \$1,999 per site with 25% discount for district-wide.
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$68,965.50	PebbleGo Gold Medal Package Total Students: 22,817
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$0.00	Providing an annual subscription for District-Wide implementation based on 46 Elementary School. District can used in other schools as needed for specialized learning.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ No Bid	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	\$0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Grand Total	\$ 68,965.50	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.	\$ 3.02	\$68,965.50 / 22,817 (PK-5) Rounded down to \$3.02

**ATTACHMENT I
BAFO PRICING OPTIONS**

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$
Price per Teacher	\$
Price per Classroom	\$
Price per Site	\$
Price for District License PreK-5	\$ 68,965.50
Price for District License PreK-8	\$
Price for District License PreK-12	\$
Price for District License 6-8	\$
Price for District License 6-12	\$
Price for District License 9-12	\$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$0.00
1 day of Professional Development - price per teacher/librarian	\$ 0.00
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 0.00

Choose the subscription that's right for you



Add-On Products

- **PebbleGo Next** (all 4 modules)
- **PebbleGo Spanish** (all 5 modules)
- **Read More** for Animals and Science

PebbleGo Pricing

Animals	978-1-4296-3699-5	\$399.00
Science	978-1-4296-5772-3	\$399.00
Biographies	978-1-4296-6818-7	\$399.00
Social Studies	978-1-6206-5952-6	\$399.00
Health	978-1-4966-8838-5	\$399.00

PebbleGo Next Pricing

States and American Indian History	978-1-4914-2639-5	\$399.00
Science	978-1-5157-3602-8	\$399.00
Social Studies	978-1-5157-9664-0	\$399.00
Biographies	978-1-5435-5391-8	\$399.00

PebbleGo Spanish Pricing

Bundle contains: Animales, Ciencias, Biografías, Estudios Sociales, & Salud Modules	\$499.00
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PebbleGo Read More Pricing

Add-on Product	
Read More Animals	\$499.00
Read More Science	\$499.00

Must subscribe to the corresponding PebbleGo Module

PebbleGo Create

Extension Product	
Add to any PebbleGo package	\$500.00

Multi-site pricing is available and quoted by your direct sales consultant. Pricing is for a one-year subscription per site/building.

www.pebblego.com

22-2326-3EMF Library Databases

Table of Content

TAB 1.0 – INSTRUCTION AND SIGNED FORMS

▪ Title Page	Page 1
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TAB 4.0 SERVICE APPROACH AND IMPLEMENTATION

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TAB 11.0 EXCEPTIONS

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TAB 13.0 APPENDICES

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 - Appendix 1: Option 3 - Capstone Connect Page 62 - 74
 - Appendix 2: Option 4 - PebbleGo Create Page 75 - 82
 - Appendix 3: Capstone Product End User License Agreement Page 83 - 99
 - Appendix 4: Insurance Certificate Page 100
 - Appendix 5: PebbleGo User Guide Page 101 - 112
 - Appendix 6: Exhibit H: Signed Data Privacy Agreement..... No Page
- Numbers: this is a signed document and can not be edited to add footer

Note: Capstone is not submitting a “Redacted Copy”

Capstone Response to RFP 22-2326-3EMF
To Provide Library Databases
To the Commonwealth of Virginia, County of Henrico Public Schools

Commonwealth of Virginia, County of Henrico

Oscar Knott, CPP, CPPO, VCO
Director of Purchasing
8600 Staples Mill Road
Henrico, VA 23273-0775

Proposal Deadline

June 17, 2022 @ 2:00 PM (EST)

Bid Contact

Connie Ruyter, Bid and Contract Manager
Coughlan Companies LLC DBA Capstone
1710 Roe Crest Drive
North Mankato, MN 56003
bids@capstonepub.com
800-747-4992 ext. 58486





June 10, 2022

Commonwealth of Virginia, County of Henrico
Oscar Knott, Purchasing Director
8600 Staples Mill Road
Henrico, VA 23273-0775

RE: RFP 22-2326-3EMF Library Database

Mr. Knott,

Henrico Schools has increased their usage of PebbleGo Databases over 250% since it was first implemented in 2012. Henrico can continue to engage educators and students to increase student literacy, reading comprehension, and curriculum knowledge by utilizing PebbleGo Databases. Currently Henrico Schools are utilizing our PebbleGo Gold Medal Package, picture below, which includes hundreds of curriculum related content articles.

			SY	Sum of Total Article Views			
			SY12-13	342,358			
			SY13-14	374,477			
			SY14-15	418,367			
			SY15-16	530,767			
			SY16-17	696,410			
			SY17-18	788,448			
			SY18-19	785,049			
			SY19-20	870,210			
			SY20-21	882,996			
			SY21-22	862,911			
				6,551,993			

Within our proposal, we will highlight orther digital products, Connect and Create, that could be added to your current subscription to enhance student engagement and knowledge.

This letter shall also serve as notification that the following items are soles source and only available through direct order from Capstone:

- Capstone Connect Digital Program
- PebbleGo and PebbleGo Next Database Products
- PebbleGo Create by Buncee

We look forward to hearing from you. Please contact me if there are any questions or if further information is needed concerning this quote.

Best regards,

Connie Ruyter

Connie Ruyter, Bid and Contract Manager
Coughlan Companies LLC dba Capstone
(800) 747-4992 Ext. 58486
bids@capstonepub.com

Tab 1: Instruction and Signed Forms

Forms Included in Tab 1

- a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
- b. Proposal Signature Sheet – **Attachment A**
- c. Business Classification Form – **Attachment B**
- d. Virginia State Corporation Commission Registration Information – **Attachment C**
- e. Proprietary/Confidential Information – **Attachment D**
- f. Direct Contact with Students Form – **Attachment F**

Capstone has complied with the requirements FOR Instruction and Signed Forms.

Attachments included in Tab 1:

- Cover Letter
- Attachment A
- Attachment B
- Attachment C
- Attachment D
- Attachment F

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 22-2326-3EMF Library Research Databases for Henrico County Public Schools**.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):	
Coughlan Companies LLC dba Capstone	
ADDRESS:	
1710 Roe Crest Drive	
North Mankato, MN 56003-1806	
FEDERAL ID NO:	82-4045107
SIGNATURE:	<i>Connie Ruyter</i>
NAME OF PERSON SIGNING (PRINT):	Connie Ruyter
TITLE:	Bid and Contract Manager
TELEPHONE:	800-747-4992
FAX:	888-262-0705
EMAIL ADDRESS:	bids@capstonepub.com
DATE:	6/10/2022

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Coughlan Companies LLC dba Capstone

This form completed by: Signature: Connie Ruyter Title: Bid and Contract Manager

Date: 6/10/2022

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:

T0735698 **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

Certificate include on next page of proposal.



STATE CORPORATION COMMISSION

Richmond, February 9, 2018

*This certificate of registration to transact business in Virginia is
this day issued for*

Coughlan Companies, LLC

*a limited liability company organized under the laws of
MINNESOTA and the said company is authorized to transact
business in Virginia, subject to all Virginia laws applicable to the
company and its business.*



*State Corporation Commission
Attest:*

Joel H. Beck
Clerk of the Commission

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Coughlan Companies LLC dba Capstone

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
N/A		

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Offeror: Coughlan Companies LLC dba Capstone

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

- ☐ ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**

Note: Capstone works with independent sales consultants. These consultants work with staff and do not work with students.

Connie Ruyter
Signature of Authorized Representative

Connie Ruyter
Printed Name of Authorized Representative

Coughlan Companies LLC dba Capstone
Printed Name of Vendor
(if different than Representative)

Tab 2: Statement of the Scope

In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II.

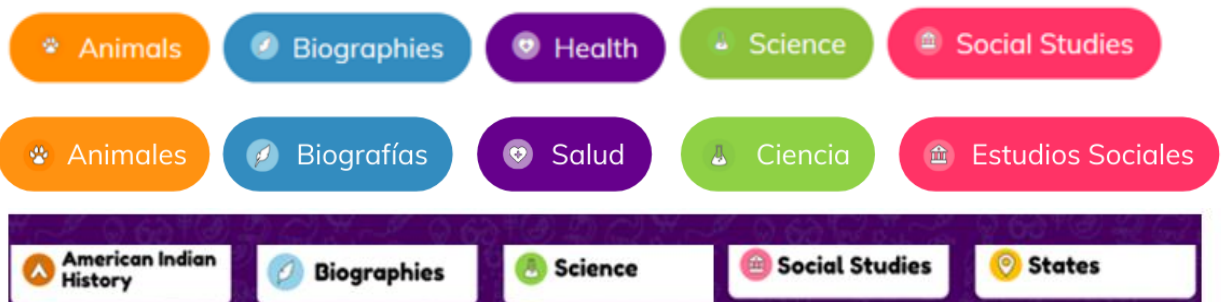
Capstone Proposed Products

PEBBLEGO AND PEBBLEGO NEXT DATABASES

Option One: PebbleGo Gold Package

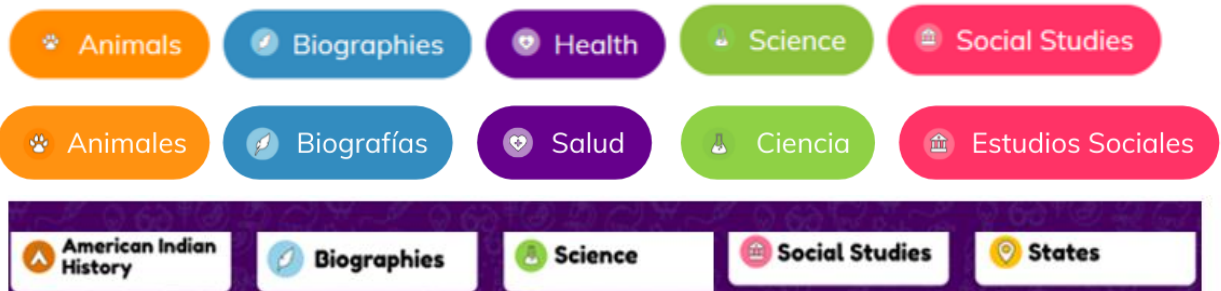
The schools of Henrico County currently have the PebbleGo Gold Package.

PebbleGo Gold Package: includes all five English and Spanish PebbleGo modules and four PebbleGo Next modules, Biographies, Science, Social Studies, and States & American Indian History.



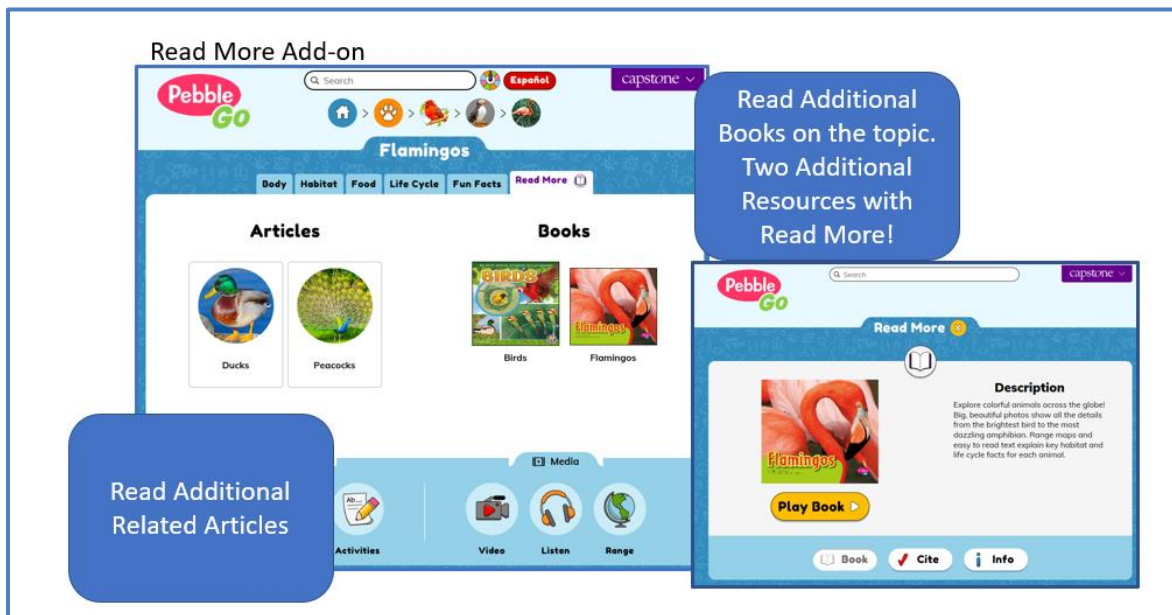
Option Two: Upgrade to PebbleGo Platinum Package

PebbleGo Platinum Package: includes all five English and Spanish PebbleGo modules and four PebbleGo Next modules, Biographies, Science, Social Studies, and States & American Indian History. **Plus Read More!** Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connected to each article in the *PebbleGo Animals and PebbleGo Science modules*.

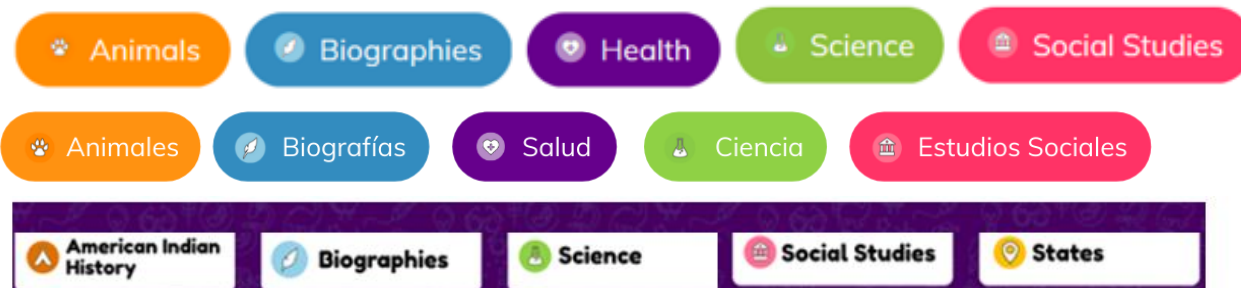


Read More Feature

Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connect to each article in the PebbleGo Animals and PebbleGo Science modules. Gives educators access to hundreds of additional resources for instruction in their classroom.



Option Three: Upgrade to Capstone Connect



Capstone Connect will be explored in Tab 13: Appendix 1.

Add-on Option: PebbleGo Create by Buncee

PebbleGo Gold or Platinum Package + PebbleGo Create: includes all five English and Spanish PebbleGo modules, all four PebbleGo Next modules and PebbleGo Create with Buncee. PebbleGo Create was launched January 2022. PebbleGo Create can be add also be added on to the other options listed.



PebbleGo Create will be explored in Tab 13: Appendix 2.

A. GENERAL REQUIREMENTS

The proposed solution shall provide:

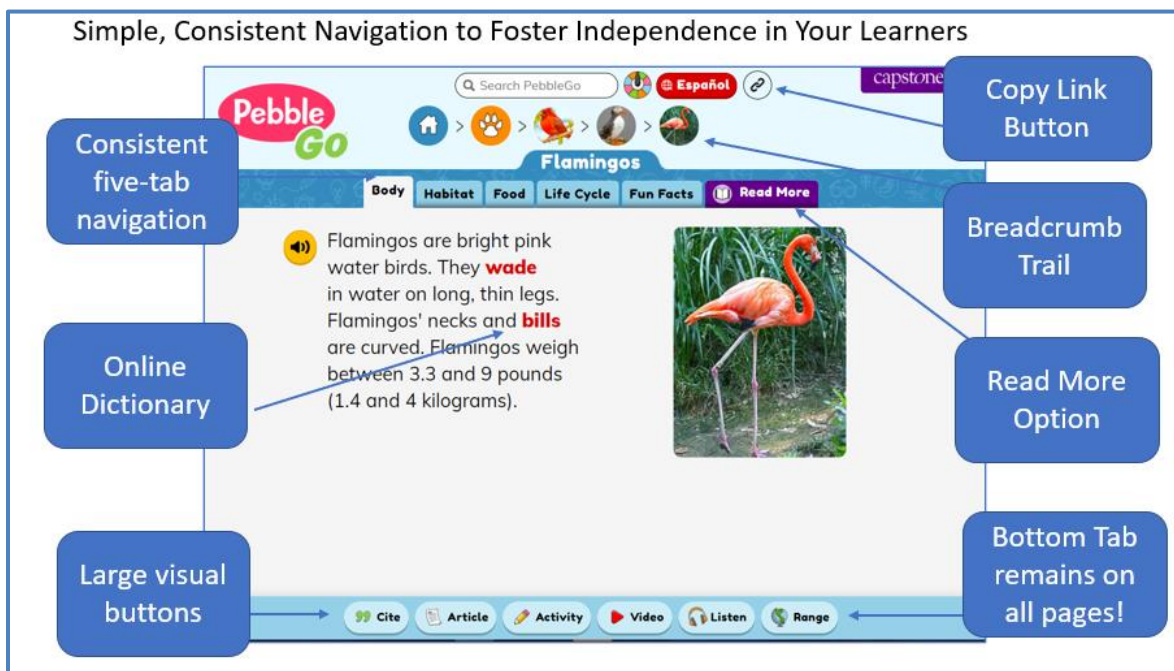
1. A solution for PK-12 coverage for general encyclopedia databases including, but not limited to dictionary, thesaurus, almanac and atlas.

Capstone's unique PebbleGo Database products are designed specifically for PreK-Grade 5. Libraries struggle to meet the digital research needs of these youngest learners. PebbleGo is a high-quality digital database that can extend students' learning in ways that accelerate their academic growth and help them build essential literacy skills.

PebbleGo provides extended learning opportunities that accelerate students' learning by finding topics that excite them and leverage their interesting by giving them plenty of opportunities to explore those topics in detail. PebbleGo is a digital research tool packed with more than 1,500 articles that students can explore across five high-interest topics in both English and Spanish: Animals, Biographies, Health, Science, and Social Studies. PebbleGo Next offers over 660 articles in States and American Indian History, Science, Social Studies, and Biographies.

Dictionary Feature

All highlighted words within PebbleGo have an online dictionary.





2. The ability to print and/or email and/or transfer to Google Drive accounts of full text, abstracts, and graphics and does not require email access on the searching computer.

Products can be linked with Google Classroom. PebbleGo products are not created like a periodical database, newspaper archive, or a digital library. Data is not available for extraction. The content copyright only allows for the printing of articles or lessons plan features included with the databases. PebbleGo Create with Buncee contains copyrighted material, trademarks, and other proprietary information, including, but not limited to, text, photos, video, graphics, music, and sound, portions of which are owned by Capstone.

Students are able to print activities as noted in the next section.

3. Lesson plans and/or resources tied to Virginia SOL.

CONNECTING CONTENT AREAS

PebbleGo modules provides thousands of resources that all align to state and national standards.

Capstone Digital Products were designed to meet national and state curriculum standards. In addition, our databases support ISTE Standards for Student which include:

- Empowered Learners
- Digital Citizen
- Knowledge Constructor
- Creative Communicator

Capstone Community Website for Educators, Teachers, Administrators, and Parents:
<https://www.pebblego.com/resources>

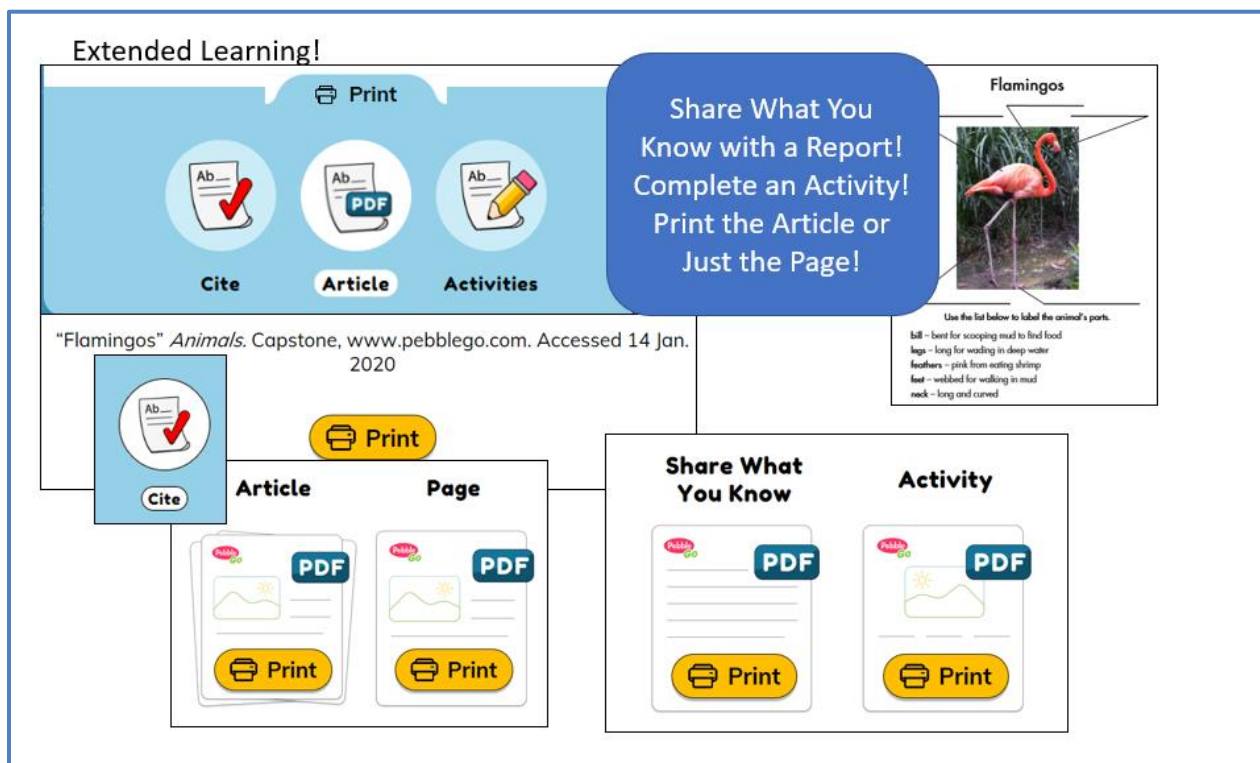
Capstone does not just offer tutorials, we offer community! Capstone Community is brimming with resources for your educators and instruction!

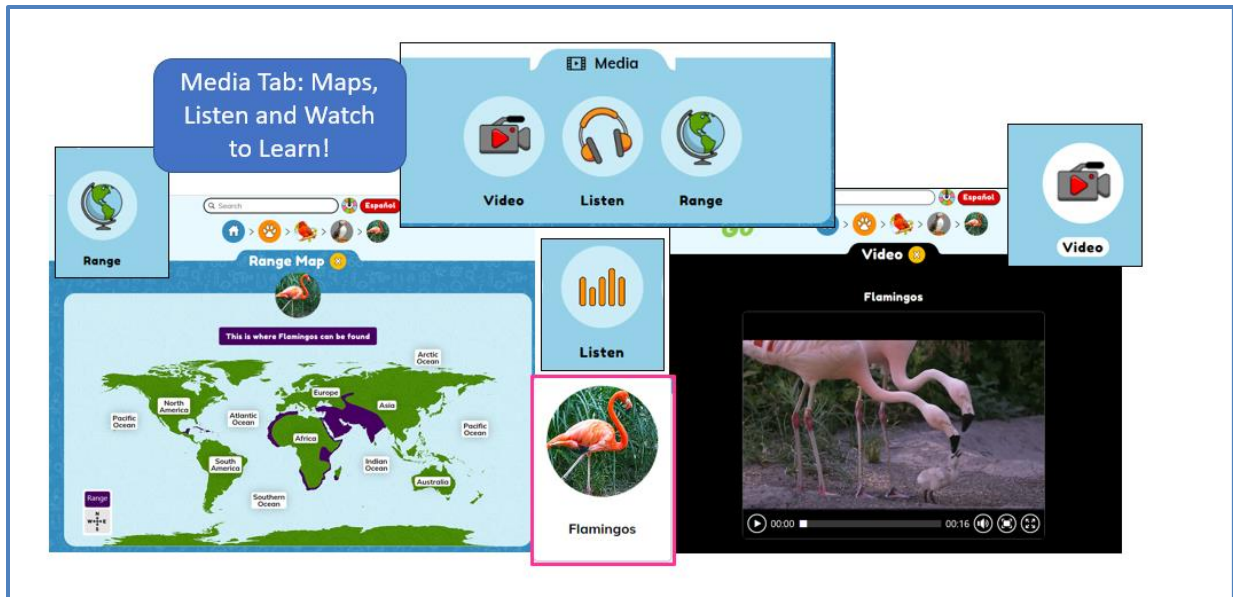
- Discover: blog posts and ideas from tom teacher-librarians, with great ideas for your school.
- Discuss: share ideas, get and give advice, interact with other educators.
- Enhance: Dozens of PebbleGo and PebbleGo Next Lesson plans and activities to enhance the student experience with the databases.
- We maintain a robust resources section on PebbleGo.com with lesson plans, content maps, and various downloadable activities.

Capstone provides community for their PebbleGo users that includes video tutorials, lesson plans and activities, content maps and promotional content. Capstone can also provide a machine-readable cataloging MARC record for each PebbleGo Module.

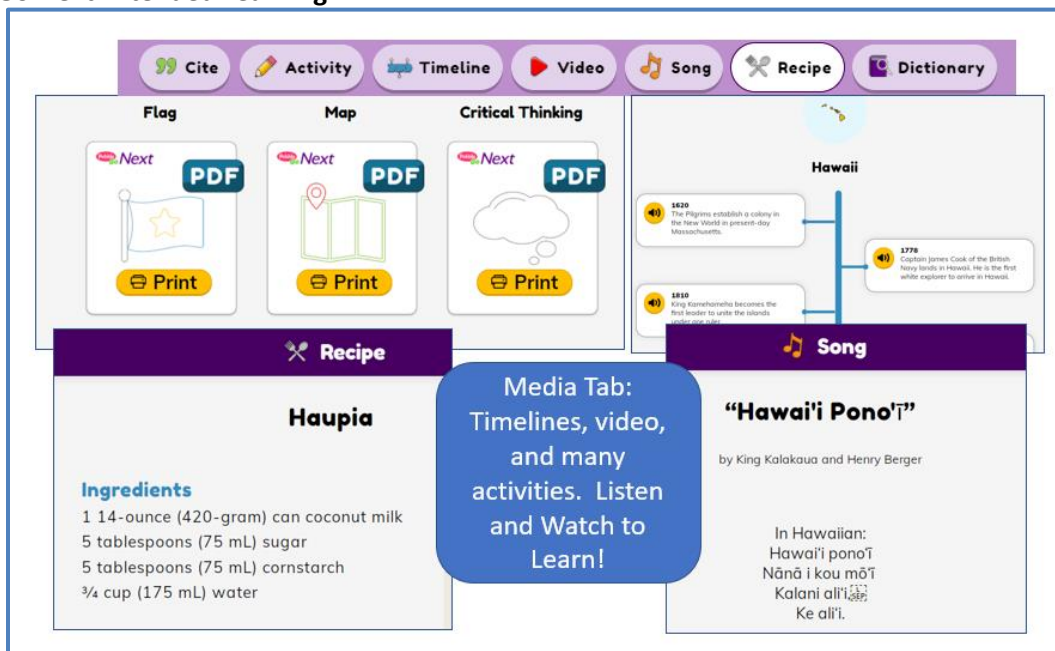
PebbleGo Extended Learning

Video and/or audio clips are provided for most articles. Educators can teach students to cite their sources. Students can “share what they know” with a printable template that is ideal for first reports.



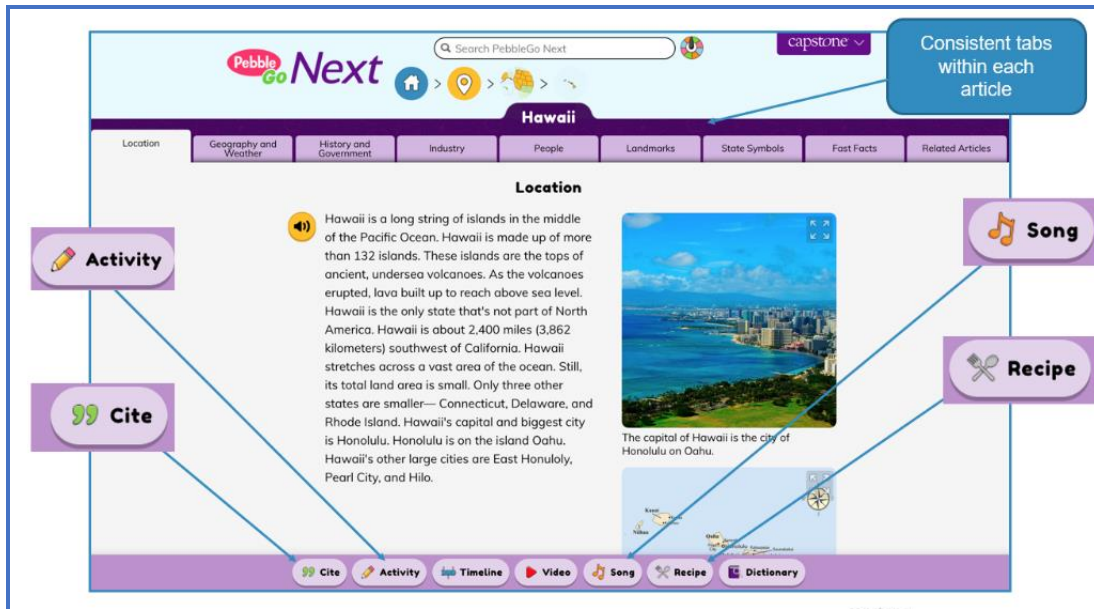


PebbleGo Next Extended Learning



4. Copy ready citations, format tools, compatible with citation builder such as Noodle Tools.

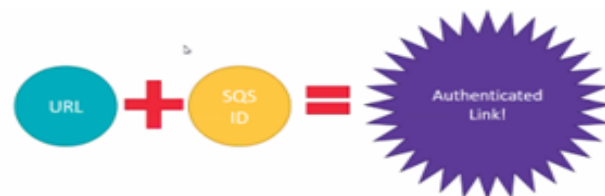
Educators can teach students to cite their sources. Additional activities are provided including critical thinking questions. PebbleGo Next also offers online dictionary access and students can cite their sources in three formats: APA, MLA, or CMS.



COPY LINK BUTTON

Use the Copy Link button, an authenticated link that will take whomever you send it to directly to the article.

- The authentication link is a URL that has login credentials in it.
- More technically, it is a URL plus an SQS ID. An SQS link is an ID specific to a school's account. If it is appended to the end of a URL, it will allow a user to automatically login without signing in. Every PebbleGo and PebbleGo Next account has this option!

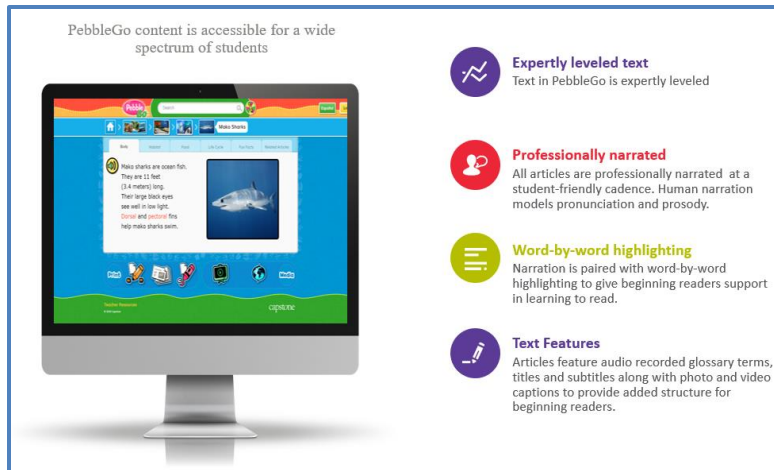


5. Translation for ELL students and language classes and audio for students.

Capstone supports dual language development and content knowledge simultaneously by easily switching between English and Spanish modules in PebbleGo.

SCAFFOLDS

PebbleGo offers natural voice audio options, and text-highlighting that provide scaffolding for readers at lower levels. Capstone authors have carefully written and leveled each article to be on-target for its audience. PebbleGo offers video and/or audio clips for most articles. PebbleGo Next offers natural voice audio options, and text-highlighting that provide scaffolding for readers at lower levels.



Languages

PebbleGo is available in English and Spanish!



6. A variety of formats (video, audio, ebook, reference, periodical, transcript, etc.) which include primary and secondary source documents.

PebbleGo and PebbleGo Next are not specifically indexed as they are not full text titles, but rather articles for researching curriculum subjects for elementary students, grades K-5. PebbleGo provides guided keyword searching, large visual search, and consistent five-tab navigation to make information easy to find and recognize for early learners. Articles are subject based for early learners, not based on dates like a periodical. PebbleGo articles are based on each subject area. Each module may have between 120-250+ articles in that specific subject area.

PebbleGo offers video and/or audio clips for most articles. Students can be taught to cite their source and “Share what you know” with a printable template, ideal for first reports.

ADDING EBOOKS

PERPETUAL EBOOKS

Capstone offers a variety of way to add eBooks to your current PebbleGo Subscription. In late July 2022, Capstone will add its proprietary eBooks platform that will allow for the purchase of perpetual eBooks purchase to display on the same platform as your PebbleGo products.



CAPSTONE CONNECT SUBSCRIPTION

We will describe Capstone Connect separately as an upgrade subscription product. With Capstone Connect you can add hundreds of eBooks to your platform.

Capstone Connect will be explored in Appendix 1.

7. Reading, vocabulary, and conceptual level appropriate for age level of students.

PebbleGo is a curricular content hub specifically designed for K-2 students. Packed with informational articles, ready-made activities, and literacy supports for students of all abilities, it boosts engagement and fosters independent learning in core subject areas. Your students will love exploring PebbleGo time and time again.

PebbleGo Next extends that critical thinking and research in an engaging format that is age-appropriate into grades 3-5. PebbleGo Next supports digital citizenship and college & career readiness for your students.

8. Articles that can be linked to Schoology and/or other district platform programs.

Why is this link important?

- The link allows the Librarian to connect with the rest of the school.
 - Add content to the LMS, which allows educators to easily share links within any of their EdTech tools that are used in the classroom.
 - Provides an easy, one-click access to every PebbleGo article* without students needing to sign into PebbleGo.
- *Note: articles that are in your purchased modules.
- Saves time creating links with a vastly simplified experience getting the direct links.
 - Supports any learning scenario; remote, in person, or hybrid.

COPY LINK BUTTON

- After you login, you can see the URL for this PebbleGo article:
<https://site.pebblego.com/modules/1/categories/15/articles/68>
- If I copy that and send it to someone, they will still go to PebbleGo.com because they are not logged in.
- If I use the Copy Link button, that is an authenticated link that will take them to the article.

What is an Authenticated Link?

- It is an URL that has login credentials embedded in it.
- More technically, it is a URL plus an SQS ID.
 - An SWS ID is an ID specific to a school's account. If it is appended to the end of a URL, it will allow a user to automatically login without signing in. Every PebbleGo account has this option!

Diagram: URL + SQS ID = Authenticated Link!

Why is this link important?

- The link allows the Librarian to connect with the rest of the school.
 - Add content to the LMS, which allows educators to easily share links within any of their EdTech tools that are used in the classroom.
 - Provides an easy, one-click access to every PebbleGo article* without students needing to sign into PebbleGo.
- *Note: articles that are in your purchased modules.
- Saves time creating links with a vastly simplified experience getting the direct links.
 - Supports any learning scenario; remote, in person, or hybrid.

Copy Link Instructional Information

Step-by-step instructional information on how to use the copy link, including a video.

[How to copy direct link in Pebblego](#)

9. Searches multiple encyclopedias/articles/etc.

PebbleGo Databases

Title - Article List

PebbleGo and PebbleGo Next are not specifically indexed as they are not full text titles, but rather articles for researching curriculum subjects for elementary students, grades K-5. PebbleGo provides guided keyword searching, large visual search, and consistent five-tab navigation to make information

easy to find and recognize for early learners. Articles are subject based for early learners, not based on dates like a periodical. PebbleGo articles are based on each subject area. Each module may have between 120-250+ articles in that specific subject area.

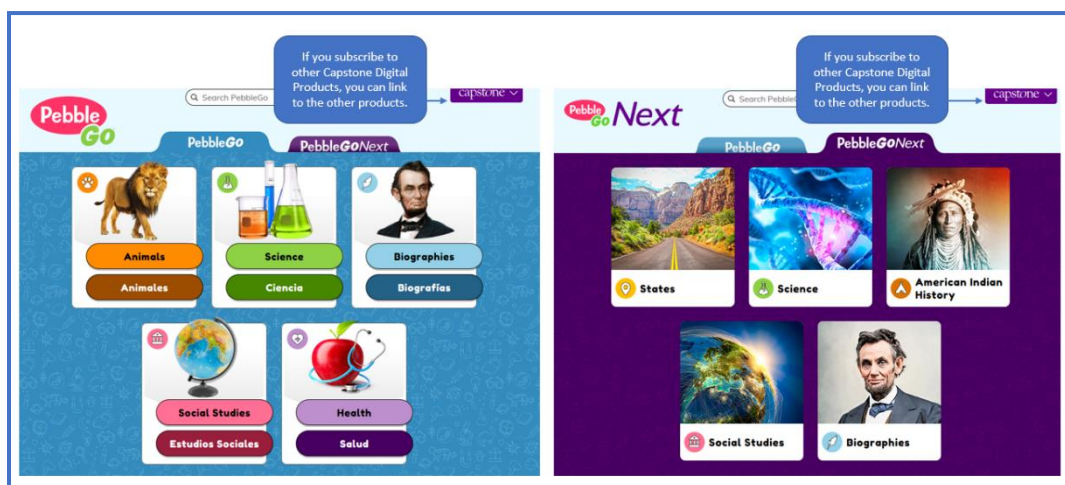
PebbleGo Databases content contains all articles that are complete and written by the publisher and qualify as full text based on the intent of the article. All text is carefully leveled to be appropriate for the target audience, and the interface is intuitive and user friendly for young learners. Content does not require embargoed titles/content, it is based on the release of new and/or updated content, and not specific to publication dates.

Content Maps

Full content maps of all articles available: <https://www.pebblego.com/resources/content-maps>

NAVIGATION OVERVIEW – PEBBLEGO NEXT

PebbleGo Next matches the PebbleGo platform with easy navigation tools and is 508 compliant. The example below shows how you can toggle between PebbleGo and PebbleGo Next when you subscribe to modules in each database platform.



Search for Hawaii: We have two options: we can search by keyword to take us directly to Hawaii, or we can drill down through our States Database to find Hawaii! See the examples below.

Search By Keyword

Search by Keyword or drill down to the article you are searching

Breadcrumb Trail

Engaging read-aloud audio

- Models correct pronunciation & fluency
- No robotic text-to-speech
- Follow along with text highlighting

The screenshot shows the PebbleGo Next interface. At the top, a search bar contains the word 'Hawaii', with a dropdown menu showing suggestions: 'Hawaii', 'Native Hawaiians', 'Shawnee', and 'Stephen Hawking'. Below the search bar, there are several article thumbnails. The main content area displays the article for 'Hawaii', with a breadcrumb trail at the top: 'Home > Location > Hawaii'. The article text describes Hawaii's location and history. A callout points to the 'Engaging read-aloud audio' feature, which includes a play button icon and a list of features: 'Models correct pronunciation & fluency', 'No robotic text-to-speech', and 'Follow along with text highlighting'.

Drill Down:



Search by Keyword or drill down to article you are searching

Breadcrumb Trail

Read Aloud Audio

Easy to Navigate Tabs

The screenshot shows the PebbleGo Next interface. At the top, a search bar contains the word 'Hawaii', with a dropdown menu showing suggestions: 'Hawaii', 'Native Hawaiians', 'Shawnee', and 'Stephen Hawking'. Below the search bar, there are several article thumbnails. The main content area displays the article for 'Hawaii', with a breadcrumb trail at the top: 'Home > Location > Hawaii'. The article text describes Hawaii's location and history. A callout points to the 'Easy to Navigate Tabs' feature, which includes a list of tabs: 'Location', 'Geography and Weather', 'History and Government', 'Industry', 'People', 'Landmarks', 'State Symbols', 'Fast Facts', and 'Related Articles'. Another callout points to the 'Read Aloud Audio' feature, which includes a play button icon and a list of features: 'Models correct pronunciation & fluency', 'No robotic text-to-speech', and 'Follow along with text highlighting'.

Video and/or audio clips are provided for most articles

10. Ease of access. No more than 3 clicks from initial search to get to information.



11. Multiple reading levels preferred (single articles that can be leveled for reading ability).

SCAFFOLDS

PebbleGo offers natural voice audio options, and text-highlighting that provide scaffolding for readers at lower levels. Capstone authors have carefully written and leveled each article to be on-target for its audience.

PebbleGo Next offers natural voice audio options, and text-highlighting that provide scaffolding for readers at lower levels. Content carefully correlated to appropriate curriculum standards including Next Generation Science Standards. Content includes critical thinking questions to encourage reflection and connections.

ADDRESSING AT-RISK STUDENTS

Students across many different reading levels, grade levels, and content areas will achieve growth with the scaffolds in place for both PebbleGo and PebbleGo Next Research Databases. As noted in the Accessibility section of our proposal we cover key areas of the curriculum with our databases.

**** Rest of page left blank intentionally ****

PebbleGo content is accessible for a wide spectrum of students



Expertly leveled text

Text in PebbleGo is expertly leveled



Professionally narrated

All articles are professionally narrated at a student-friendly cadence. Human narration models pronunciation and prosody.



Word-by-word highlighting

Narration is paired with word-by-word highlighting to give beginning readers support in learning to read.



Text Features

Articles feature audio recorded glossary terms, titles and subtitles along with photo and video captions to provide added structure for beginning readers.

12. Graphic friendly, colorful interface, and are ADA compliant and comply with the Information Technology Accessibility Act Code of Virginia- 2-2-3500)

PebbleGo databases are user-friendly so that even the youngest learners can navigate it by themselves, which make them more likely to use the databases beyond class. PebbleGo and PebbleGo Next are 508 & WCAG 2.1 compliant technology and have a mobile-responsive design to bring PebbleGo anywhere there is internet access.

VPAT Documents available upon request.

PebbleGo provides accessibility and equity through its simple navigation and scaffolding to meet all students at their level. Scaffolds include real voice actor's audio that is a text-to-speech match to model correct pronunciation and fluency and includes text highlighting for readers of all abilities to follow along.

PebbleGo's engaging content meets many of the areas of particular interest listed in the RFP: Health & social emotional learning, biographies, language learning, early literacy, and many areas of required curriculum area for students.

B. SPECIFIC REQUIREMENTS

At a minimum, the proposed databases should include the following:

1. Note: we are not submitting for High Schools
2. Note: we are not submitting for Middle Schools

3. 3. Elementary School

- a. Academic content coverage appropriate for elementary school including Virginia SOL content areas.
- b. Ease of use for student/teacher/librarian including help pages, lesson plans, dictionary, thesaurus, almanac and atlas.

PEBBLEGO

PebbleGo supports literacy and builds a foundation for a lifetime of learning. PebbleGo employs reading strategies to strengthen emergent readers' literacy and research skills through a streamlined interface, audio supports, and easy-to-read articles. PebbleGo features expertly leveled and fully narrated text, animated highlighting, glossary words, visual searching, educational videos, and games, and encompassing activities which teach students how to cite articles, create reports, and share what they have learned.

PEBBLEGO NEXT

Built upon the keystones of PebbleGo, PebbleGo Next maintains all the features you love about the original PebbleGo with content suitable for researchers ready to graduate to the next step. PebbleGo Next is designed for upper elementary students, grades 3-5, who are more proficient in navigating technology but still need some extra support, utilizing curriculum-aligned articles with more robust information for older students.

CONTENT OVERVIEW

PEBBLEGO DATABASES

- **Animals including Dinosaurs:** Articles that support animal classification, behavior, and habitat lessons.
 - Special features include range maps and downloadable templates to label animal parts, scientifically accurate dinosaur illustrations and downloadable templates.
- **Biographies:** Research the lives of important inventors, explorers, African Americans, Hispanic Americans, women, and more.
 - Special features include a timeline for every subject and cross-referenced subjects.
- **Science:** Covers physical, life, and earth & space science along with engineering, technology, and the applications of science. Meets Next Generation Science Standards.
 - Special features include two videos for most articles.
- **Social Studies:** Learn about the world around you with a diverse array of topics, including families, maps, and holidays.
 - Special features include twelve different categories exploring a diverse array of curriculum-based content.
- **Health:** Age-appropriate articles connected to state and nation health standards in health, wellness, and safety. Content includes topics that build positive social emotional skills, that support the Collaborative for Academic, Social, and Emotional Learning (CASEL) framework.

PEBBLEGO SPANISH DATABASE BUNDLE

- **Animales:** Animal articles that support animal classification, behavior, and habitat lessons.
- **Estudios Sociales:** Social Studies articles that introduce young researchers to the world around them.

- **Biografías:** Biographies help students learn more about current and historical figures that have influenced the United States.
- **Ciencia:** Science includes concepts like weather, seasons, Earth science, and space.
- **Salud:** Health topics that include health, wellness, and safety.

PEBBLEGO NEXT DATABASES

- **Science:** Covers physical, life, and earth & space science along with engineering, technology, and the applications of science. Meets Next Generation Science Standards.
 - Special features include links to the Capstone science lab for videos of experiments kids can try on their own.
- **Social Studies:** Articles that examine the world cultures, global issues, Economics, Geography, Technology & Society, and the United States.
- **States Studies and American Indian History:** Hit all the highlights from geography, history, government, famous people and more.
 - Special features include timelines for every state and activities for every article including recipes and state flag downloadables.
 - Explore the richness of American Indian life, both traditional and present day.
 - Special features include timelines for every tribe and mapped culture area articles and tribe view drilldowns (both traditional and present locations).
- **Biographies:** Biographies research and exploration! Robust and diverse, these curriculum-connected articles span the following topics: advocates and history makers, artists and authors, athletes, business leaders, composers and entertainers, explorers and pioneers, scientists and inventors, and world leaders.

Citing, Dictionary and Lesson Plans have been covered in the other sections of our response to the statement of scope.

C. REPORTING

The proposed solution should provide a monthly data metric systems usage report, in a format to be agreed upon.

REPORTING OVERVIEW

PebbleGo Databases

The system reports on article view data and top article views of the day. An article view is anytime a user opens an article, whether from the search menu, click through navigation, automated links, or related articles.

This data is reported in an up to the minute, heads up dashboard display breaking the data down into four fields:

- **All time article views:** This section displays the total number of article views for your school or district over the lifetime of your subscription. You can also download article usage by month for use in a spreadsheet.
- **Current school year article views (July-July):** This section displays the total number of article views for your school or district for the current school year from July to July for a quick view of usage trends month-by-month.

- **Year over year article views:** This section displays the total number of article views for your school or district year-over-year for the past 3 years.
- **A word cloud of the most viewed articles of the day:** It can be very useful and interesting to see what articles are being visited by your students. Today's Top Articles Views section shows you that information in an easy-to-read word cloud with the most popular articles being the largest. You can download the details for further analysis in a spreadsheet format.
- **Capstone's support team can provide the quarterly basis reports with the usage that is available.**
 - Capstone will also provide articles by day/month, article views by topic/stack ranking of top articles and number of student session through our Implementation Team.



At the district level:

District Administrators can view aggregate district data in the heads-up dashboard display in the four fields defined above. There is functionality to easily print the report and/or save as a PDF. Users can also download the data and view in a spreadsheet to view school specific information.

D. TRAINING AND SUPPORT

1. Offerors should include a description of the optional or required training for implementation of programs as well as options for continued training (on-site, webinar, and printed materials) for all users. Offerors should provide pricing for training and Professional Development.

Your Account Manager and our Customer Success Team will work with your team to set up training. Training can be provided locally by your Account Manager, and also by online presentation. These presentations can be recorded and provided to all staff and educators.

PROFESSIONAL DEVELOPMENT

Capstone's Professional Development differs from other as we will partner with you to ensure a smooth and seamless onboarding to your newest subscriptions as well as continual focus on your specific needs. We will commit to the educators to provide outstanding results with PebbleGo Products to succeed with your students in the classroom, at home or with distance learning.

ONBOARDING SUPPORT

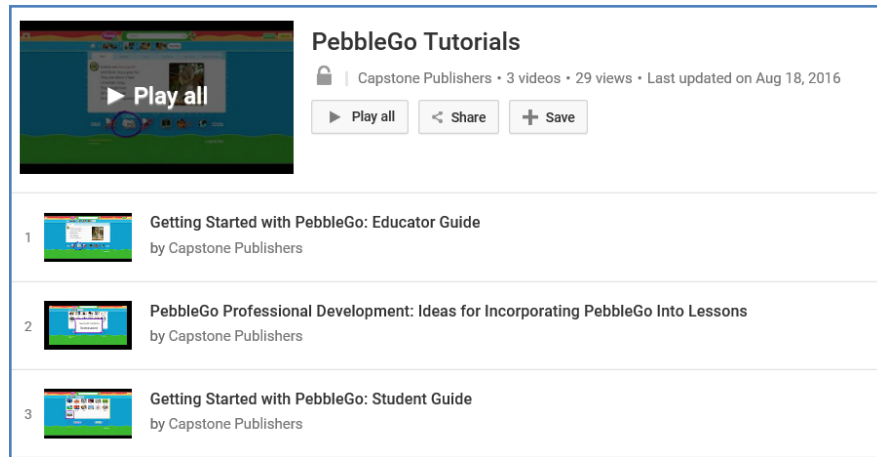
- On-demand training videos
- Live and/or on-demand webinars
- How-to instructional documentation
- Communication templates for teachers and parents

Capstone's Resource Page, we offer additional resources for educators and students. Capstone offers a variety of tutorials for educators and students. These are available in print and can be found on YouTube:

https://www.youtube.com/playlist?list=PLA-_ZODgv_p6WRdD0kdgay1LI4SD-O_VN

[PebbleGo Demo Video 2021](#)

[Minnesota Minitex Statewide](#)



2. The Successful Offeror shall offer a toll-free service number for help desk support to HCPS at a minimum from 8:00 am to 5 pm EST, Monday-Friday.

TECHNICAL SUPPORT TIERS

Tier 1

Technical support questions can be directed to Capstone Digital Customer Service. Our trained team will assist with product functionality issues, most computer configuration concerns, and provide educator resources to help you use our products more effectively in your school.

Business Hours: 7:30 a.m. to 5 p.m. Monday – Friday, CST
Phone: (888) 517-8976
Fax: (888) 262-0705
E-mail: support@capstonepub.com

Tier 2

If our Customer Service team cannot help you with the problem you are reporting, the team will escalate your problem to an internal team of product experts. During this time, your primary contact will continue to be Customer Service, but you may also need to talk with additional Capstone Digital staff. We will work quickly to address your concerns. Some troubleshooting may require discussion with technical staff at the site. During this time, it is possible that the problem you are reporting is identified as a software issue. If that is the case, we will issue a timeframe in which we will resolve the issue.

The expected estimated response time for user inquiries or needs is within 24 hours but might be delayed by an additional 24-48 hours if requests are received during weekends. However, in unique circumstances, a response time of three (3) to seven (7) business days are applicable to requests that are very technical in nature and require further investigation by the Buncee team. In the very rare case that more time for investigating is required by the PebbleGo Create team, this will be communicated and coordinated with the LSS.

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Tab 3: Offeror Qualifications, Experience, Resumes and Financial Capacity

Capstone Qualifications

In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offerors should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicited in this RFP. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:

- a. Years in business
- b. Experience in PreK-12 education market
- c. Number of current customers

Capstone has been in business since May 6, 1992, working directly in the PreK-8 education market. Capstone has thousands of current customers. Including working with the County of Henrico, Capstone works with large and small school districts across the USA including New York City DOE, Chicago Public Schools, District of Columbia, and Houston ISD to name a few.

Capstone currently provides the product being requested by The County of Henrico and has provided our PebbleGo Databases to your educators since 2012.

Subcontracting: Capstone will not be subcontracting any portion of the contract.

CORPORATE QUALIFICATION AND EXPERIENCE

Company Name: Coughlan Companies LLC dba Capstone

- **Federal EIN: 82-4045107**
- **Dun & Bradstreet Number: 05-962-7492**
- **Founded: May 6, 1992**

Coughlan Companies LLC dba Capstone is a privately held company. Capstone has two divisions: Capstone Library Division and Capstone Classroom Division, which are uniquely suited to meet the needs of the students, families, and educators within a district with a focus on curriculum support. We have become one of the largest publishers for PreK-8 by listening to our customers and developing content that not only meets the educational standards and requirements of schools but is appealing and engaging for students. Imprints under Capstone include Capstone Press, Compass Point Books, Heinemann Raintree, Maupin House, Picture Window Books and Stone Arch Books. With 10,000 titles in print and a publishing program that creates approximately 500-600 titles per season, our offering to the library and classroom market is extensive.

Starting in 2009 Capstone moved into the digital online educational market. Capstone develops personalized learning environments and interactive resources. Offerings include Capstone Interactive digital books, and the award-winning PebbleGo and PebbleGo Next Research Databases.

Capstone is committed to producing books and online instructional resources closely tied to the curriculum and reflective of our diverse world of students. These digital products are designed to increase fluency and reading levels for PreK-8 students. Using Capstone digital products, students gain confidence in their abilities, take ownership in their reading growth, and achieve success across the curriculum. ***On September 1, 2021, Capstone purchased the Buncee assets from Buncee LLC. From the Buncee assets PebbleGo Create will be developed to launch in January 2022.***

RESUMES - ACCOUNT MANAGEMENT

LOCAL ACCOUNT MANAGER

Rick Beale will be assigned the account manager. Rick lives in the Virginia area and can manage the account locally. In addition, Capstone's Direct Sales Associate, Jeremy Anderson, will assist on quotes and support for your account.

Rick Beale-Local Sales Representative

Phone: 804-337-8702

Email: rbeale3@mac.com

Rick has been with Capstone since 2000 as an Independent Sales Consultant. He is responsible for product marketing in Virginia for public/private schools and public libraries, including the areas of direct and web marketing, customer service, national/state presentations and exhibits, proposal offerings, Professional Development, and related general business administration. Rick is a lifetime member of the Virginia Association of School Librarians (VAASL). Contact Rick for all of your product questions and needs.

Jeremy Anderson-Direct Sales Associate

Phone: 800-471-8112 ext. 8254

Email: janderson@capstonepub.com

Jeremy started working at Capstone in 2013 as an Inside Sales Representative and most recently as a Regional Sales Coordinator. His primary role is assisting local independent representatives with the creation, submission, and follow-up of print and digital resources for school and public libraries. Moreover, Jeremy works directly with librarians and teachers with collection development using digital and print text to support their educational goals. Prior to working in the publishing industry Jeremy worked in restaurant management for 5 years.

Maureen Augustine, Business Development and Digital Renewal Specialist – Southeast Region

Phone: 800.471.8112 ext. 58204

Email: maugustine@capstonepub.com

Maureen works directly with schools and districts to renew and upgrade digital subscriptions including PebbleGo and Capstone Connect. She joined Capstone in 2021 and in her dual role as a Renewal Specialist and a Business Development Representative, she also works with new customers that are trying Capstone products for the first time and need support. Maureen is a long-time advocate surrounding innovative ways to promote early literacy. With a special emphasis on an outstanding

customer service experience, she has spent the last 25 years partnering with educators to ensure they have the very best educational technology tools in place that support the unique needs of educators and their students.

KEY IMPLEMENTATION PERSONNEL

Customer Success Specialist

Vanessa Rients, Customer Success Specialist

Phone: (507) 385-8285

Email: vrients@capstonepub.com

Vanessa joined the Capstone team in 2008 as a Direct Sales Associate. She developed processes to assist a select group of sales representatives and customers with scheduling appointments, assist customers while the sales representative was on appointment plus finding solutions to meet a school's print, digital and budget needs. Over the course of 10 years the Direct Sales Associate position was a success, through this progression she took on a lead role assisting and training the team. In 2019, Vanessa was promoted to the role of Sales Operations Specialist- Systems & Analytics to help support both the Library and Classroom Sales teams. In the Fall of 2020, she took on the role of Customer Success Specialist to help schools implement Capstone Connect into their Learning Management Systems and EdTech tools to prevent access barriers in the classroom and conduct trainings that fit each school's culture. Promoting literacy and assisting schools has been the focus of Vanessa's career for 12+ years.

CAPSTONE STAFF

Eric Fitzgerald, Vice President of School and Library Sales

Phone: 866-270-1010

Email: efitzgerald@capstonepub.com

Eric has been with Capstone since 2001. From his initial start working with Direct Sales for Capstone Press, he has grown in his responsibility and now works with all the Capstone companies, with 94 members in the sales organization. Prior to joining Capstone, Eric worked for Sagebrush as Director of Field Sales. There he led a team of 250 salespeople, designed sales processes, and was responsible for both the book and technology sales groups. Previous to that he was an educational sales representative at Fitzgerald Learning Resources. Eric has been helping schools locate and implement educational support materials for well over 20 years.

Bryan Schmidt, Sr. EdTech Marketing Manager

Direct Phone: 952-224-0559

Email: bschmidt@capstonepub.com

Bryan has worked in the education and publishing industries since 2005. Bryan started as an enrollment counselor for Capella University before moving into a role working with partners in education and health care. He then took a position working as a marketing manager for a nonprofit publisher located in Minneapolis before accepting an offer to lead the EdTech marketing for Capstone. In his current role as Sr. EdTech Marketing Manager he leads a team responsible for all marketing for PebbleGo and Capstone Connect.

CONTRACT MANAGEMENT

Connie Ruyter, Bid and Contract Manager

Phone: 507-385-8486

Email: bids@capstonepub.com

Connie has been with Capstone since January 2001. Connie began as a Direct Sales Consultant, then as a Senior Direct Sales Consultant for our publishing companies. Connie's primary focus has always been customer satisfaction. Connie moved into the position of Bid and Contract Manager in February 2009 and is responsible for monitoring and administrating all of the companies' bid and contract activity. Her background in sales gives her vast product knowledge, along with her ability to make her customers feel comfortable in the process of making great choices for their school districts. Connie's educational background includes an Associate Degree in Accounting with a minor in Information Technology.

FINANCIAL STABILITY

Coughlan Companies LLC dba Capstone is a privately owned company by one family in MN. Robert J. Coughlan is the principal owner. Capstone has been providing our products to the County of Henrico for over a decade.

Tab 4: Service Approach and Implementation

Capstone Proposed Products

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2022. Offerors shall provide, at minimum, the following:

- a. Offerors shall provide a link for committee members to use during evaluations.
- d. Discuss how parental consent is handled, if required; and
- e. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

TRIAL ACCOUNTS

The links below we give you full access to the digital products without needing login credentials. Login credentials are provided in case there is an issue with the direct link for trial purposes.

Username: HCPSTrial

Password: lovetoread

Direct URL:

www.pebblego.com/login/?sqs=68f6549d6a334fe8ec9f7c555bd6edb11c02d679c4a30f41918a72d6473ab94c

Connect admin

<https://admin.pebblego.com/login/?sqs=68f6549d6a334fe8ec9f7c555bd6edb11c02d679c4a30f41918a72d6473ab94c>

PGO admin: Username: HCPSTrialpgadmin

Password: lovetoreadadmin

CI admin: Username: HCPSTrialciadmin

Password: lovetoreadadmin

b. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)

c. Any terms and conditions the “end user” is required to accept;

END USER LICENSE AGREEMENTS

HCPS would be required to sign an End User License Agreement (EULA) to access our digital products. The EULA is provided in Tab_13.3_Appendix-3_Capstone Product End User License Agreement.

PRIVACY

All Privacy Documents can be found at [Privacy Central](#).

LEGAL CENTRAL

Product End User License Agreement can be found at [Legal Central](#).

d. Discuss how parental consent is handled, if required; and

PARENTAL CONSENT

PebbleGo Create is currently the only Capstone digital product that collects Student Personal Privacy Information (PPI). Capstone does not collect Parental Consent; this type of consent would follow the district's policies in collecting consent. PebbleGo Create is COPPA compliant.

e. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

IMPLEMENTATION

Implementation of PebbleGo databases will be seamless. Henrico County current has a subscription for PebbleGo that the district will continue to have access if this proposal is excepted, and/or a purchase order received by Capstone for the current products.

Should Henrico County award new products, we would have our implementation teamwork with Henrico County staff to implement in a timely manner.

Implementation Success

Capstone has successfully implemented large district and state-wide PebbleGo purchases. We have provided references that can share their success stories with the review team. Our digital products are developed in-house and have the software engineers, implementation specialists, and trainers to meet the requirements of the scope of work. Capstone will assign a project manager and a success team to work directly with your staff to make a smooth implementation for your members.

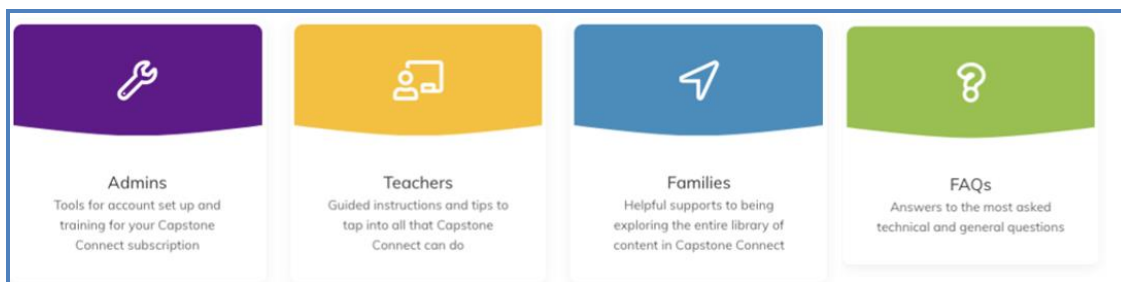
CUSTOMER SUCCESS PLAN

Our Customer Success Specialist will work with you to assist with your unique customer experience that includes:

- Implementation Session
 - Discover LMS & EdTech Tools, Product Demo, Future Training Needs, Implementation Planning
- Admin Training Session
 - Product Demo, Product Usage Reporting, Creating eBook Lists, Educator Training Planning
- Educator Training Session
 - Deep Dive Product Demo, Lesson Examples in EdTech Tools, Resources, School Access Points
- Admin/Train the Trainer Session
- Have Trainers? Let's combine 2 & 3 to train and provide presentation materials for your training.

ONBOARDING SUPPORT

- On-demand training videos
- Connect with Google Classroom or Microsoft (Azure)
- Live and/or on-demand webinars
- How-to instructional documentation
- Communication templates for teachers and parents



ACCOUNT MANAGEMENT

Rick Beale-Local Sales Representative

Phone: 804-337-8702

Email: rbeale3@mac.com

Rick has been with Capstone since 2000 as an Independent Sales Consultant. He is responsible for product marketing in Virginia for public/private schools and public libraries, including the areas of direct and web marketing, customer service, national/state presentations and exhibits, proposal offerings, Professional Development, and related general business administration. Rick is a lifetime member of the Virginia Association of School Librarians (VAASL). Contact Rick for all of your product questions and needs.

Maureen Augustine, Business Development and Digital Renewal Specialist – Southeast Region

Phone: 800.471.8112 ext. 58204

Email: maugustine@capstonepub.com

Maureen works directly with schools and districts to renew and upgrade digital subscriptions including PebbleGo and Capstone Connect. She joined Capstone in 2021 and in her dual role as a Renewal Specialist and a Business Development Representative, she also works with new customers that are trying Capstone products for the first time and need support. Maureen is a long-time advocate surrounding innovate ways to promote early literacy. With a special emphasis on an outstanding customer service experience, she has spent the last 25 years partnering with educators to ensure they have the very best educational technology tools in place that support the unique needs of educators and their students.

KEY IMPLEMENTATION PERSONNEL

Customer Success Specialist

Vanessa Rients, Customer Success Specialist

Phone: (507) 385-8285

Email: vrients@capstonepub.com

Vanessa joined the Capstone team in 2008 as a Direct Sales Associate. She developed processes to assist a select group of sales representatives and customers with scheduling appointments, assist customers while the sales representative was on appointment plus finding solutions to meet a school's print, digital

and budget needs. Over the course of 10 years the Direct Sales Associate position was a success, through this progression she took on a lead role assisting and training the team. In 2019, Vanessa was promoted to the role of Sales Operations Specialist- Systems & Analytics to help support both the Library and Classroom Sales teams. In the Fall of 2020, she took on the role of Customer Success Specialist to help schools implement Capstone Connect into their Learning Management Systems and EdTech tools to prevent access barriers in the classroom and conduct trainings that fit each school's culture. Promoting literacy and assisting schools has been the focus of Vanessa's career for 12+ years.

Tab 5: Technical Administration, User Interface & Integration

Technical Response

In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:

a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;

Capstone's digital products are available for simultaneous users via an annual subscription. PebbleGo and PebbleGo Next Databases are available over the Internet 24/7/365. We monitor our systems 24/7 for intrusions or unusual activity. We have several warning systems that alert us to an issue and can deal with incidents within minutes. PebbleGo has millions of users and we have never had specific downtime due to support issues.

PebbleGo and PebbleGo Next have a 99.9% uptime. Capstone's products have never been down longer than 4 hours. In case of a complete disaster, we can rebuild our systems in 8 hours. As Capstone's products do not interface to any customer systems, we do not need any integrations or security processes around that. Our digital products are available via high-speed Internet and are not integrated within client hardware/servers.

b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;

PebbleGo and PebbleGo Next

PebbleGo and PebbleGo Next databases are supported with both username/password credentials and a direct link which provides immediate access into our products upon purchase. This direct link can be added to library automation systems and secure websites for easy access.

Our products default authentication is to provide a SQS string that can be embedded on the URL to automatically log a student into our products without needing to type the username and password. This allows schools to link to our products with a LMS or SiS without needing to login again. Products can be linked with Google Classroom. There is no full data integration as we do not provide student user IDs.

PebbleGo and PebbleGo Next support SSO via Google Classroom as well as IP authentication. These products do not have individual student accounts, rather a single building account shared by all students and can be configured to support IP authentication. Capstone will need to have a table of IP numbers and ranges for authorized users within the state in order to configure this service. IP authentication can often have changing details which may be overlooked and not updated in a timely manner which may impact access. Capstone strongly prefers using the authenticated links (SQS links) instead of IP authentication.

c. Describe the data exchange process in detail;

PebbleGo database products do not collect Student's personal private information (PPI). Our products are available via the Internet and hosted by Capstone in a cloud-based server. Capstone's platform

makes use of highly available, fault tolerant, and redundant hardware operating in several data centers. Data is regularly backed up, code and content is also stored external to the platform.

d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;

Not Applicable; there are not limitations. PebbleGo products have been use simultaneously by students across the country with no limitations.

e. Provide per user bandwidth requirements for the proposed solution;

Not Applicable; see system requirements in question 10.

f. Provide the average bandwidth per student required; and,

Not Applicable; see system requirements in question 10.

g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).

We use links with either SQS strings or use IP authentication to launch PebbleGo or Capstone Connect. PebbleGo and Capstone Connect do not require student user ID, nor collect any student data.

In PebbleGo and Admin Tool (Capstone Connect), we do not have OAuth support, single sign on support, per student usage tracking, per student assessment, or any interface to deal with LTI related data as specified in the LTI version 1.1 docs.

10. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manual, training materials necessary for the proper and successful use of the software where an installation or configuration on HCPS network or devices are required.

Not Applicable; our digital products are available via the Internet and are hosted by us on a cloud-based server.

PEBBLEGO DATABASE MINIMUM REQUIREMENTS

Internet connection: DSL/Cable, we recommend a 4 mbps download speed or greater

Windows PC

- Operating System: Version 7 or later

Browsers

- We recommend the latest versions of Google Chrome
 - Only supporting 2 versions back from the latest release, operating system capable of running that browser version
- JavaScript must be enabled

Apple Mac

- Operating system: OX 10.12 (Sierra) or later

Browsers

- We recommend the latest versions of Google Chrome and Safari

- Only supporting 2 versions back from the latest release, operating system capable of running that browser version
- JavaScript must be enabled

Chrome OS

- Operating System: OS 73 or later and Android version 7 (Nougat) or later

Browsers

- We recommend the latest versions of Google Chrome
 - Only supporting 2 versions back from the latest release, operating system capable of running that browser version

Mobile devices

- Apple iOS 10 or higher on Safari or Chrome browser
- Android version 7 (Nougat) or later Chrome browser

Audio: Requires speakers or headphones.

Accessibility

- Screen Readers: Screen Reader Tool, Operating System and Browser
 - ✓ ChromeVOX on Chromebook
 - ✓ Voiceover on OS X and iOS in Safari
 - ✓ JAWS on Windows in Chrome

Check Your System: <https://www.pebblego.com/helpful-information/system-requirements>

Tab 6: Infrastructure and System Administration

Capstone Response

In this tab, offerors shall provide information regarding infrastructure and system administration as described in the Scope of Services as well as the following information:

a. Details of the hosting environment including hosting provider, service level agreements between the offeror and the hosting provider, and length of the relationship between the offeror and the hosting provider.

PebbleGo and PebbleGo Next

PebbleGo and PebbleGo Next Databases are available over the Internet 24/7/365. We monitor our systems 24/7 for intrusions or unusual activity. We have several warning systems that alert us to and issue and can deal with incidents within minutes. PebbleGo has millions of users and we have never had specific downtime due to support issues.

b. Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial of service attacks or other network threats.

PebbleGo and PebbleGo Next use HTTPS connections for all traffic. Capstone uses a CRM for to track its customers and their purchases. Capstone does store aggregated usage data for PebbleGo and PebbleGo Next in its CRM. No student information is stored in Capstone's CRM.

PebbleGo and PebbleGo Next have a 99.9% uptime. Capstone's products have never been down longer than 4 hours. In case of a complete disaster, we can rebuild our systems in 8 hours. As Capstone's products do not interface to any customer systems, we do not need any integrations or security processes around that. Our digital products are available via high-speed Internet and are not integrated within client hardware/servers.

c. Specifics of security measures in place to ensure that district data is secure during both storage and transit.

PebbleGo product do not collect Student Personal Privacy Information (PPI). Data is collected for article view and use for reporting purpose. Capstone products do not exchange data through API's or any other interface with our customer's systems.

d. SOC 2 compliance status (certification documentation should be provided)

Capstone follows industry standard practices. Our products are hosted with Amazon Web Services and we employ AWS technologies to provide our secure hosting environment.

e. Specifics of structures in place to ensure acceptable disaster recovery including backup schedules and redundancy.

Capstone uses multiple approaches to recover lost data. We follow industry standard practices for our recovery processes, including redundancy, high volume queues, daily backups, and transaction logs. We monitor our systems 24/7 for intrusions or unusual activity. We have a number of warning systems that alert us to and issue and can deal with incidents within minutes.

Capstone's products are cloud based. We follow industry standard backup and recovery processes for the data and databases in our cloud infrastructure. Capstone's data and databases do not interface with our customer's systems.

f. Internet Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.

There is not a per user bandwidth requirement. Capstone products do include audio and video and work best over a high-speed internet connection that is shared by all users.

g. Specifics of the availability of remote access to the district's data outside of the web-based application.

PebbleGo and PebbleGo Next digital products are available 24/7 simultaneously with unlimited access with available Internet.

h. Specifics on the frequency and duration of operating system and application updates including the procedures used to inform the district of maintenance windows and system downtime for these tasks.

SCHEDULE DOWNTIME

Capstone will make every effort to give a 2-hour advanced notice of unscheduled down time. Capstone works very hard to keep systems running, even during unscheduled maintenance, so that if unscheduled downtime is required, it will be minimal, usually less than a minute.

PebbleGo and PebbleGo Next

PebbleGo and PebbleGo Next Databases are available over the Internet 24/7/365. We monitor our systems 24/7 for intrusions or unusual activity. We have several warning systems that alert us to and issue and can deal with incidents within minutes. PebbleGo has millions of users and we have never had specific downtime due to support issues.

PebbleGo and PebbleGo Next have a 99.9% uptime. Capstone's products have never been down longer than 4 hours. In case of a complete disaster, we can rebuild our systems in 8 hours. As Capstone's products do not interface to any customer systems, we do not need any integrations or security processes around that. Our digital products are available via high-speed Internet and are not integrated within client hardware/servers.

i. Any tools available to measure system responsiveness.

Capstone's products have a 99.9% uptime. As we do not track student data, the RPO of 2 hours does not apply. Capstone's products have never been down longer than 4 hours. In case of a complete disaster, we can rebuild our systems in 8 hours. As Capstone's products do not interface to any CPS systems, we do not need any integrations or security processes around that.

The Admin Tool gives daily and historical data on customer usage. This can be used for uptime data. Other reports on Capstone's product's uptime and systems are not available to customers at this time.

j. Any limits on data storage (i.e. user quotas, access to previous year data, database size, etc.).

Not Applicable: no limits on data

k. Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

PebbleGo products do not have a student check-in/check-out process. Our products are available via the Internet 24/7 with simultaneous use.

Capstone hosts the service via Amazon Web Services, and we employ AWS technologies to provide our secure hosting environment. We monitor our systems 24/7 for intrusions or unusual activity. We have several warning systems that alert us to and issue and can deal with incidents within minutes. PebbleGo has millions of users and we have never had specific downtime due to support issues.

Tab 7: Reporting and Monitoring

Reports

In this tab, offerors shall provide the following information regarding reports and monitoring

- a. Provide samples and descriptions of reports offered and the ability to customize content and reports.

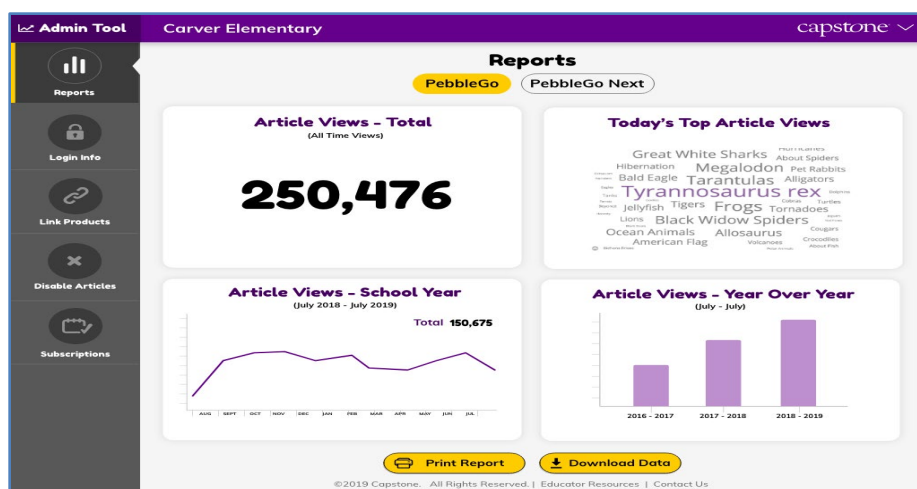
REPORTING OVERVIEW

ADMIN REPORTING

The system reports on article view data and top article views of the day. An article view is anytime a user opens an article, whether from the search menu, click through navigation, automated links, or related articles.

This data is reported in an up to the minute, heads up dashboard display breaking the data down into four fields:

- **All time article views:** This section displays the total number of article views for your school or district over the lifetime of your subscription. You can also download article usage by month for use in a spreadsheet.
- **Current school year article views (July-July):** This section displays the total number of article views for your school or district for the current school year from July to July for a quick view of usage trends month-by-month.
- **Year over year article views:** This section displays the total number of article views for your school or district year-over-year for the past 3 years.
- **A word cloud of the most viewed articles of the day:** It can be very useful and interesting to see what articles are being visited by your students. Today's Top Articles Views section shows you that information in an easy-to-read word cloud with the most popular articles being the largest. You can download the details for further analysis in a spreadsheet format.



At the district level:

District Administrators can view aggregate district data in the heads-up dashboard display in the four fields defined above. There is functionality to easily print the report and/or save as a PDF. Users can also download the data and view in a spreadsheet to view school specific information.

At the school level:

Building Administrators can view aggregate building data in the heads-up dashboard display in the four fields defined above. There is functionality to easily print the report and/or save as a PDF. Users can also download the data and view in a spreadsheet with their building specific information.

Note: Currently, Henrico chooses to look at overall usage at the district level only. Individual school usage reports are available by setting up individual school credentials.

At the student level:

This product does not collect any individual student data or display any data to students.

Tab 8: Training and Professional Development

Capstone Training

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

Capstone will provide implementation and professional development free of charge with the purchase of one of the options in our proposal.

Capstone adds articles to our modules throughout the year, with large updates usually twice a year. There is no additional charge to the content that is added to these modules. Bonus: Free Content!

ACCOUNT MANAGER

Rick Beale will be assigned the account manager. Rick lives in the Virginia area and can manage the account locally. In addition, Capstone's Direct Sales Associate, Jeremy Anderson, will assist on quotes and support for your account.

Rick Beale-Local Sales Representative

Phone: 804-337-8702

Email: rbeale3@mac.com

Rick has been with Capstone since 2000 as an Independent Sales Consultant. He is responsible for product marketing in Virginia for public/private schools and public libraries, including the areas of direct and web marketing, customer service, national/state presentations and exhibits, proposal offerings, Professional Development, and related general business administration. Rick is a lifetime member of the Virginia Association of School Librarians (VAASL). Contact Rick for all of your product questions and needs.

PROFESSIONAL DEVELOPMENT

Capstone's Professional Development differs from other as we will partner with you to ensure a smooth and seamless onboarding to your newest subscriptions as well as continual focus on your specific needs. We will commit to the educators to provide outstanding results with PebbleGo Products to succeed with your students in the classroom, at home or with distance learning.

ONBOARDING SUPPORT

- On-demand training videos
- Live and/or on-demand webinars
- How-to instructional documentation
- Communication templates for teachers and parents

Capstone's Resource Page, we offer additional resources for educators and students. Capstone offers a variety of tutorials for educators and students. These are available in print and can be found on YouTube:

https://www.youtube.com/playlist?list=PLA-ZODgv_p6WRdD0kdgay1LI4SD-O_VN

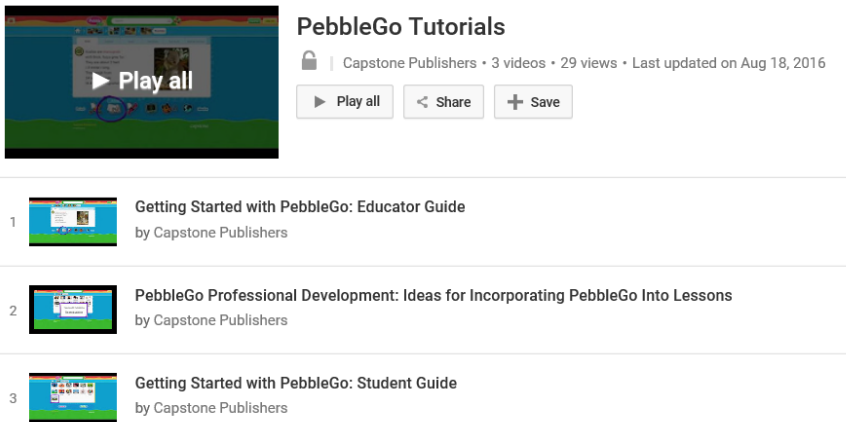
SUPPORT FOR PROFESSIONAL DEVELOPMENT

Capstone Community Website for Educators, Teachers, Administrators, and Parents:

<https://www.pebblego.com/resources>

Capstone does not just offer tutorials, we offer community! Capstone Community is brimming with resources for your educators and instruction!




- Discover: blog posts and ideas from top teacher-librarians, with great ideas for your school.
- Discuss: share ideas, get and give advice, interact with other educators.
- Enhance: Dozens of PebbleGo and PebbleGo Next Lesson plans and activities to enhance the student experience with the databases.



PebbleGo Tutorials

Capstone Publishers • 3 videos • 29 views • Last updated on Aug 18, 2016

Play all Share Save

- 1  **Getting Started with PebbleGo: Educator Guide**
by Capstone Publishers
- 2  **PebbleGo Professional Development: Ideas for Incorporating PebbleGo Into Lessons**
by Capstone Publishers
- 3  **Getting Started with PebbleGo: Student Guide**
by Capstone Publishers

Tab 9: Pricing

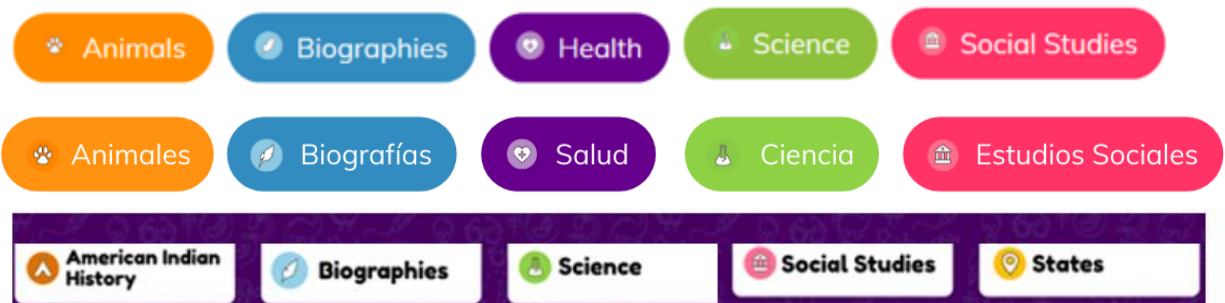
Capstone Proposed Products

PEBBLEGO AND PEBBLEGO NEXT DATABASES

Option One: PebbleGo Gold Package

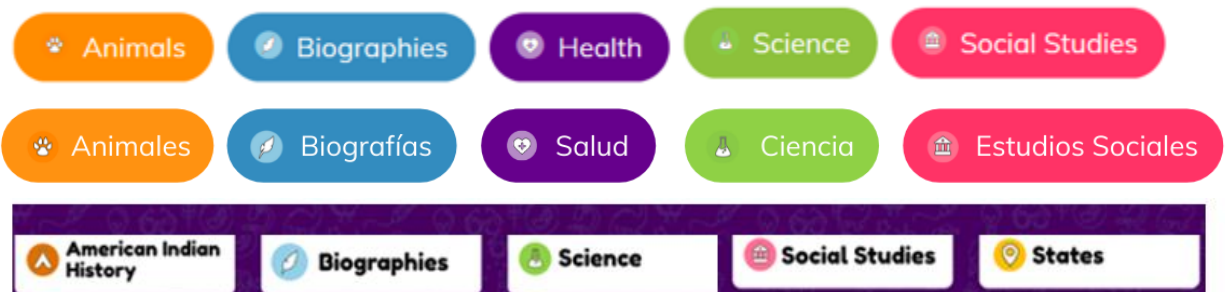
The schools of Henrico County currently have the PebbleGo Gold Package.

PebbleGo Gold Package: includes all five English and Spanish PebbleGo modules and four PebbleGo Next modules, Biographies, Science, Social Studies, and States & American Indian History.



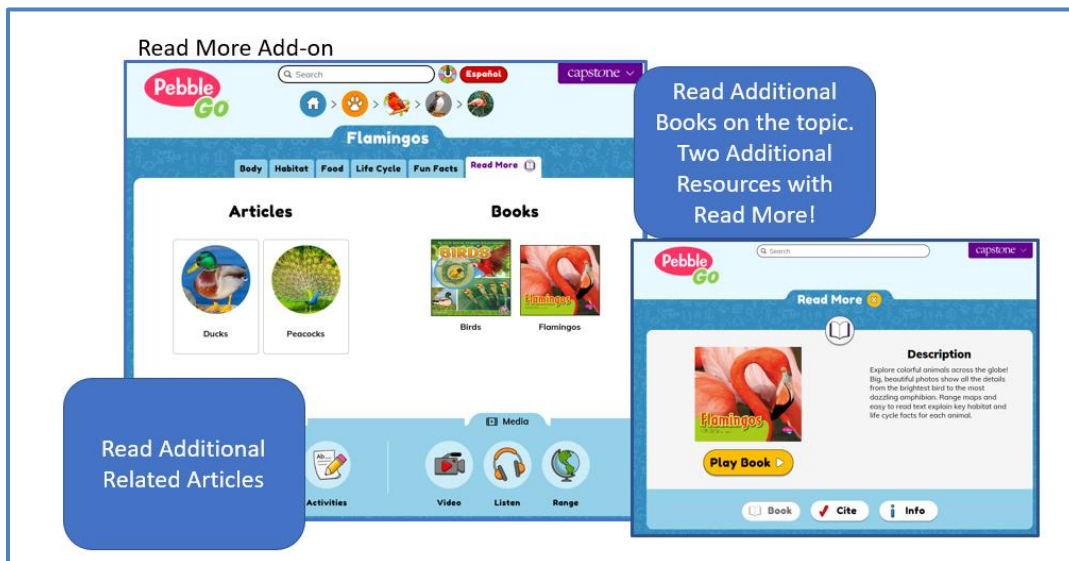
Option Two: Upgrade to PebbleGo Platinum Package

PebbleGo Platinum Package: includes all five English and Spanish PebbleGo modules and four PebbleGo Next modules, Biographies, Science, Social Studies, and States & American Indian History. **Plus Read More!** Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connected to each article in the *PebbleGo Animals and PebbleGo Science modules*.

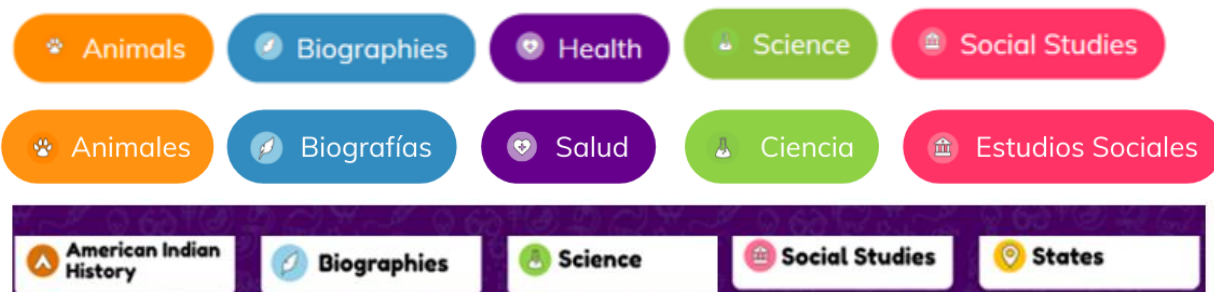


Read More Feature

Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connect to each article in the PebbleGo Animals and PebbleGo Science modules. Gives educators access to hundreds of additional resources for instruction in their classroom.



Option Three: Upgrade to Capstone Connect



Capstone Connect will be explored in Appendix 1.

Add-on Option: PebbleGo Create by Buncee

PebbleGo Gold or Platinum Package + PebbleGo Create: includes all five English and Spanish PebbleGo modules, all four PebbleGo Next modules and PebbleGo Create with Buncee. PebbleGo Create was launched January 2022. PebbleGo Create can be add also be added on to the other options listed.



PebbleGo Create will be explored in Appendix 2.

ATTACHMENT H Pricing Scenario

Name of Offeror: <u>Coughlan Companies LLC dba Capstone</u> Grades Submitted for: <u>PK-5</u>	Name of Program: <u>PebbleGo Databases - Gold Package</u> Contains 5 English and Spanish Modules of PebbleGo and 4 Modules of PebbleGo Next Databases	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		Regular price of \$1,999 per site with 25% discount for district-wide.
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$68,965.50	PebbleGo Gold Medal Package Total Students: 22,817
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$0.00	Providing an annual subscription for District-Wide implementation based on 46 Elementary School. District can used in other schools as needed for specialized learning.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ No Bid	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	\$0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Grand Total	\$ 68,965.50	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.	\$ 3.02	\$68,965.50 / 22,817 (PK-5) Rounded down to \$3.02

ATTACHMENT H Pricing Scenario

Name of Offeror: <u>Coughlan Companies LLC dba Capstone</u> Grades Submitted for: <u>PK-5</u>	Name of Program: <u>PebbleGo Databases - Platinum Package</u> Contains 5 English and Spanish Modules of PebbleGo and 4 Modules of PebbleGo Next Databases Plus Read More	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		Regular price of \$2,399 per site with 25% discount for district-wide.
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$82,765.50	PebbleGo Platinum Medal Package Total Students: 22,817
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$0.00	Providing an annual subscription for District-Wide implementation based on 46 Elementary School. District can be used in other schools as needed for specialized learning.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ No Bid	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	\$0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Grand Total	\$82,765.50	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.	\$3.63	\$82,765.50 / 22,817 (PK-5) Rounded to \$3.63

ATTACHMENT H Pricing Scenario

Name of Offeror: <u>Coughlan Companies LLC dba</u> <u>Capstone</u> Grades Submitted for: <u>PK-5</u>	Name of Program: <u>Capstone Connect</u> Contains PebbleGo Platinum, plus 77 Bundles of eBooks, Hundreds of Lesson Plans and Standard Based Admin Tool.	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		Regular price of \$5,999 per site Henrico Site Price \$4,600 per site.
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$211,600.00	Capstone Connect Pricing Breakdown: Henrico currently paying \$1499.25 for PebbleGo Gold Package - would be an additional \$3,100.75 to upgrade to Connect. Total Students: 22,817
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$0.00	Providing an annual subscription for District-Wide implementation based on 46 Elementary School. District can used in other schools as needed for specialized learning.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ No Bid	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	\$0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Grand Total	\$211,600.00	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.	\$9.27	\$211,600.00 / 22,817 (PK-5) Rounded to \$9.27

ATTACHMENT H Pricing Scenario

Name of Offeror: <u>Coughlan Companies LLC dba Capstone</u> Grades Submitted for: <u>PK-5</u>	Name of Program: <u>PebbleGo Create</u> PebbleGo Create by Buncee Add-On	
Scenario	Price	Methodology on how pricing was calculated.
Provide pricing for an annual subscription for a district license for all schools:		Regular price of \$500.00 Per Site
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$23,000.00	PebbleGo Create Add-On Total Students: 22,817
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$No Bid	.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ No Bid	
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Provide pricing for 1 day (6 hours) of virtual professional development training for staff of 25 for above.	\$0.00	Professional Development (PD) will be provided free of charge. Local Account Manager will coordinate PD.
Grand Total	\$23,000.00	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for.	\$1.00	\$23,000.00 / 22,817 (PK-5) Rounded to \$1.00

**ATTACHMENT I
PRICING OPTIONS**

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$
Price per Teacher	\$
Price per Classroom	\$
Price per Site	\$
Price for District License PreK-5	\$ 68,965.50
Price for District License PreK-8	\$
Price for District License PreK-12	\$
Price for District License 6-8	\$
Price for District License 6-12	\$
Price for District License 9-12	\$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$0.00
1 day of Professional Development - price per teacher/librarian	\$ 0.00
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 0.00

ATTACHMENT I
PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$
Price per Teacher	\$
Price per Classroom	\$
Price per Site	\$
Price for District License PreK-5	\$ 82,765.50
Price for District License PreK-8	\$
Price for District License PreK-12	\$
Price for District License 6-8	\$
Price for District License 6-12	\$
Price for District License 9-12	\$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$0.00
1 day of Professional Development - price per teacher/librarian	\$ 0.00
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 0.00

**ATTACHMENT I
PRICING OPTIONS**

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$
Price per Teacher	\$
Price per Classroom	\$
Price per Site	\$
Price for District License PreK-5	\$ 211,600.00
Price for District License PreK-8	\$
Price for District License PreK-12	\$
Price for District License 6-8	\$
Price for District License 6-12	\$
Price for District License 9-12	\$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$0.00
1 day of Professional Development - price per teacher/librarian	\$ 0.00
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 0.00

**ATTACHMENT I
PRICING OPTIONS**

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$
Price per Teacher	\$
Price per Classroom	\$
Price per Site	\$
Price for District License PreK-5	\$ 23,000.00
Price for District License PreK-8	\$
Price for District License PreK-12	\$
Price for District License 6-8	\$
Price for District License 6-12	\$
Price for District License 9-12	\$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$0.00
1 day of Professional Development - price per teacher/librarian	\$ 0.00
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 0.00

Tab 10: References

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address.

Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

PebbleGo References

VIRGINIA PEBBLEGO REFERENCES

Virginia Beach City Public Schools - 56 PebbleGO sites

Kelly Miller, Library Media Services Coordinator
2512 George Mason Drive
Virginia Beach, VA 23462
Phone: (757) 26-.6850
Email: kelly.Miller@VBSchools.com

Chesterfield County Public Schools - 38 PebbleGO sites

Lori Donovan, Instructional Specialist, Library Services
13900 Hull Street Road
Midlothian, VA 23112
Phone: (804) 639-8984
Email: lori_donovan@ccpsnet.net

Arlington Public Schools – 26 PebbleGO sites

Amy Hailey, Ed.S., NBCT, Supervisor of Library Services
Academic Office
2110 Washington Boulevard, Suite 289
Arlington, VA 22204
Phone: (703) 228-6083
Email: amy.hailey@apsva.us

NATIONAL DIGITAL REFERENCES

[Educators talk about PebbleGo!](#)

Listed below are three references of statewide implementation.

DIGITAL REFERENCES: STATEWIDE PURCHASES

Minitex State Library, University of Minnesota

Matthew Lee, Associate Director
Wilson Library, Room 60, 309 19th Avenue South
Minneapolis, Minnesota 55455
Phone: 612/624-1024
Email: leems001@umn.edu

Project: Three year Statewide for Minnesota and North Dakota through the Minitex State Library PebbleGo Animals, PebbleGo Biographies, and PebbleGo Next States and Native American Studies. Implemented July 1, 2020.

Alabama Commission on Higher Education

Ron Leonard, Director of Special Initiatives
100 North Union Street
Montgomery, AL 36104
Phone: 334-242-2211
Email: ron.leonard@ache.edu

Project: Statewide PebbleGo Subscription and one time purchase of state-wide Capstone Interactive eBooks.
July 2021: PebbleGo launched state-wide.

INFOhio, <https://www.infohio.org/>

Lori Lee, Assistant Director of INFOhio
8050 N. High Street, Suite 150
Columbus, OH 43235
Phone: 614-947-7900
Email: central@infohio.org

Project: RemotEDx Exchange Project, purchased Grade 3-5 Capstone Connect for Social Studies and Science for state-wide use. Implementation July 1, 2021.

Website: <https://www.infohio.org/resources/item/pebblego-next>

Tab 11: Exceptions

Capstone Proposed Products

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.

Capstone would like to take exception to the following statement:

- V. General Contract Terms and Conditions
 - F. Termination by County
 - 1. The County may terminate the Contract for cause or for convenience.
Capstone would like the statement "for convenience" removed.
 - 3. Termination for Convenience
Capstone would like the Termination for Convenience Section removed.

Tab 12: Assumptions

Capstone Proposed Products

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

ASSUMPTIONS

Capstone has completed Exhibit H: Sample Data Privacy Agreement based on the products being proposed.

Capstone reserves the right to increase pricing not to exceed a 3% increase annually as noted in the terms.

Tab 13: Appendices

Capstone Appendices to 22-2326-3EMF

APPENDICES

- Appendix 1: Option 3 Capstone Connect
- Appendix 2: Option 4 - PebbleGo Create
- Appendix 3: Capstone Product End User License Agreement
- Appendix 4: Insurance Certificate
- Appendix 5: PebbleGo User Guide
- Appendix 6: Exhibit H - Privacy Agreement (No page numbers)

capstone connect[®]

**The direct path to
curate curriculum-
connected content
and standards for
your entire school.**

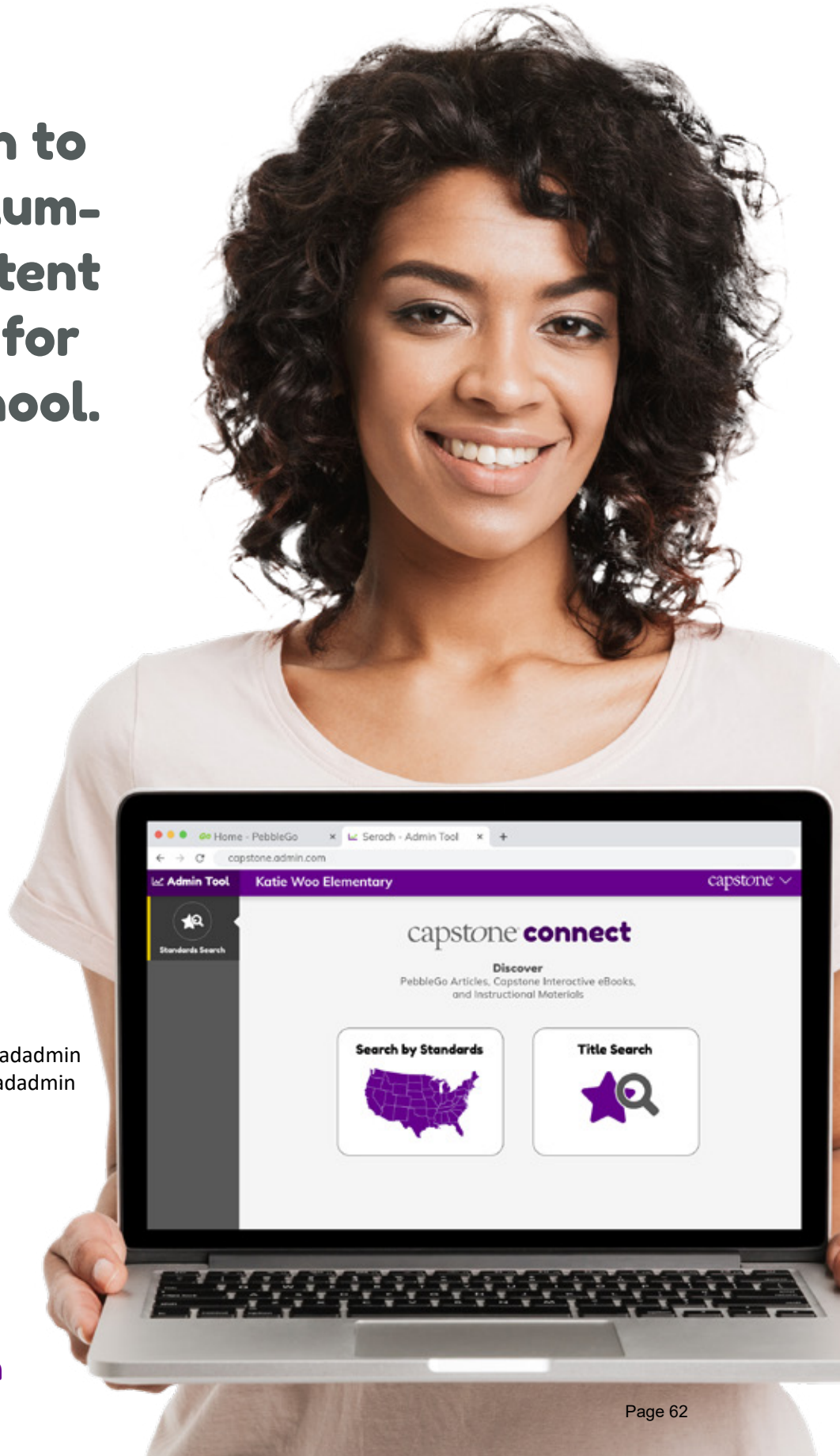
User Guide

Username:

Password:

PGO admin: HCPSTrialpgadmin/lovetoreadadmin
CI admin: HCPSTrialciadmin/lovetoreadadmin

Capstone-Connect.com



Contents

Welcome to Capstone Connect	3
What does Capstone Connect provide?	3
Sign In to Capstone Connect	4
Capstone Connect Home Page & Search Options	5
Search by Standard: Home Page & Search	6
Search by Standard: Results Page	6
Title Search: Home Page & Search	8
Title Search: Results Page	8
Filtering Content	9
Instructional Materials: Preview and Save	10
PebbleGo Articles: Copy Link and Preview	11
Capstone Interactive eBooks: Copy Link and Preview. . .	12
Integration with LMS and EdTech tools	13
Professional Development	13

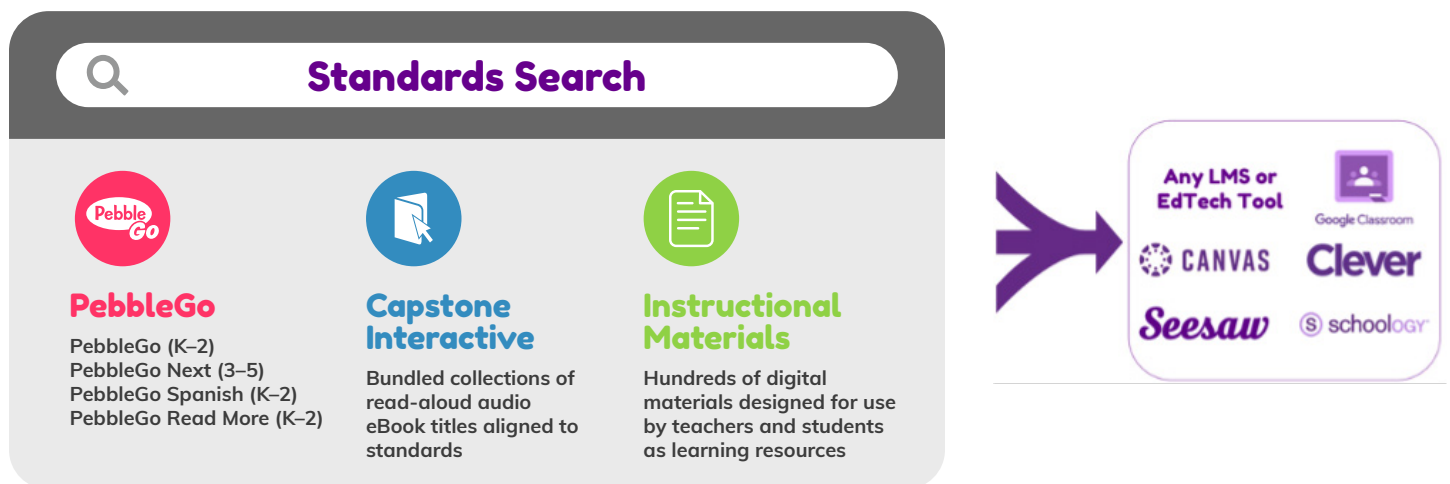
Welcome to Capstone Connect

Capstone Connect makes it easy for K-5 educators to find and share with their students educationally appropriate, highly engaging content scaffolded by read-aloud audio.

What does Capstone Connect provide?

At the core of Capstone Connect is an intuitive, easy-to-use search tool that provides thousands of resources and helps teachers find the content they need from a comprehensive collection of:

- PebbleGo modules,
- Capstone Interactive eBook bundles, and
- instructional materials providing thousands of resources

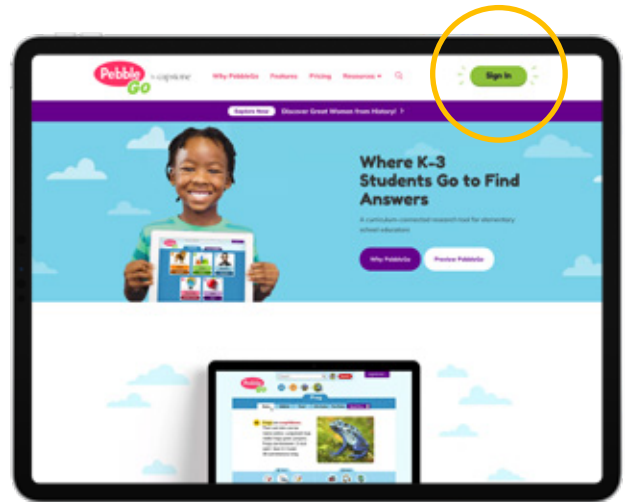
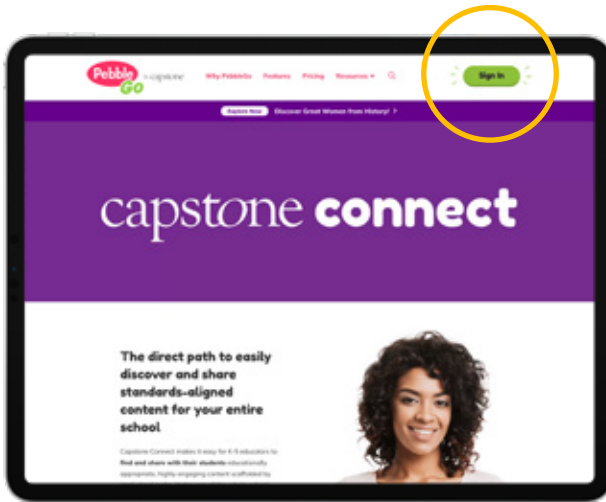


Capstone Connect allows you to easily link PebbleGo article and Capstone Interactive eBook content to any LMS or EdTech tool, eliminating the need for multiple usernames and passwords. With a few simple clicks, educators can effortlessly connect their students with the content they need for academic success.

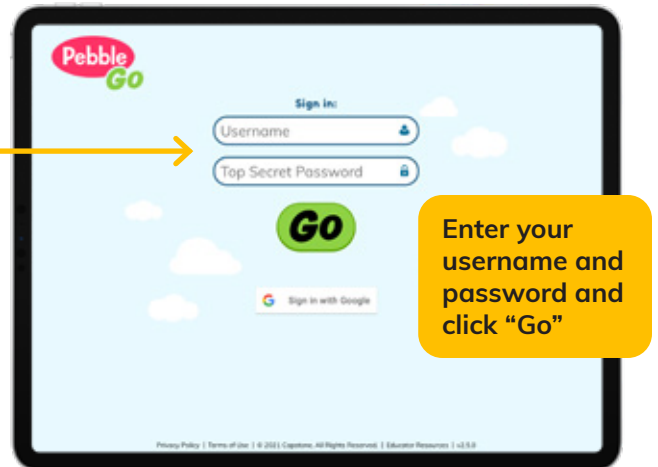
Sign In to Capstone Connect

<https://www.Capstone-Connect.com/>

Access Capstone Connect from Capstone-Connect.com or PebbleGo.com by clicking **“Sign In”** in the upper right corner of either site.



Sign in with your Capstone Connect account username and password. This username and password are the same username and password your students will use when signing into PebbleGo and PebbleGo Next.

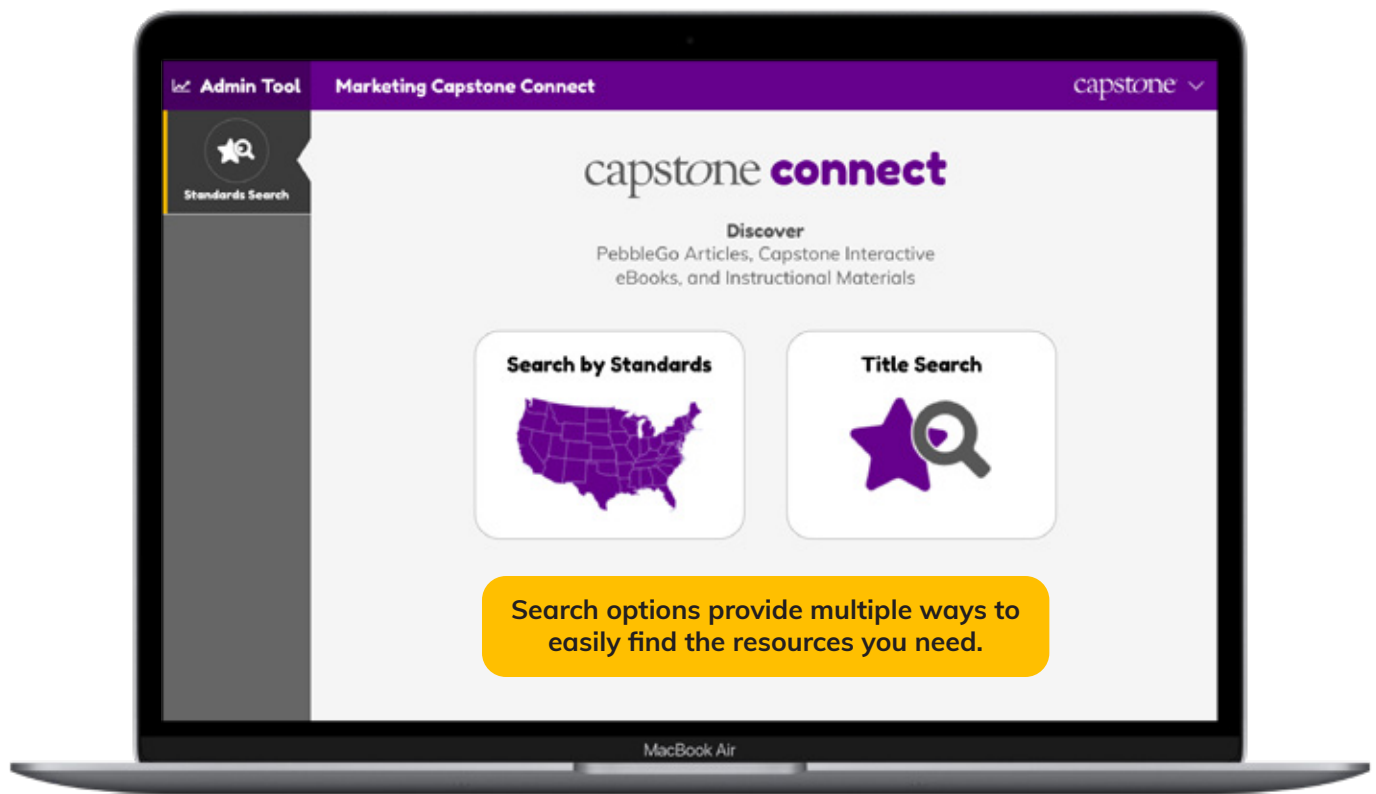


Once signed in, we've nested the **“Search by Standard or Title”** under the Capstone dropdown menu, keeping the view unchanged for students but simple for teachers to access. Click on **“Search by Standard or Title”** to navigate to Capstone Connect to begin searching for resources correlated to standards or by title. If you do not see “Search by Standard or Title” you have logged into an account that does not have a Capstone Connect subscription.

Capstone Connect Home Page & Search Options

The Capstone Connect home page allows you to search for content—from a comprehensive collection of over 6,000 resources—in multiple ways.

- **Search by Standards** allows you to search by state or national standards, or
- **Title Search** allows you to search by the title (or word in the title) of the resource available within your Capstone Connect subscription. This include any PebbleGo or PebbleGo Next article name, Capstone Interactive eBook title, or instructional material.



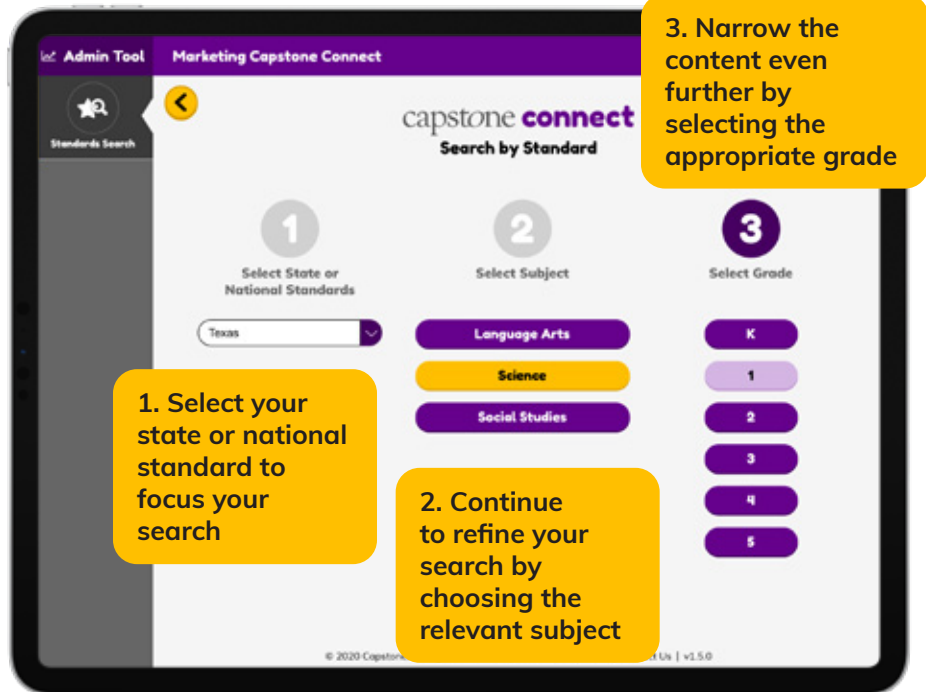
Search by Standard: Home Page & Search



The Capstone Connect Search by Standard home page allows you to filter a variety of content by

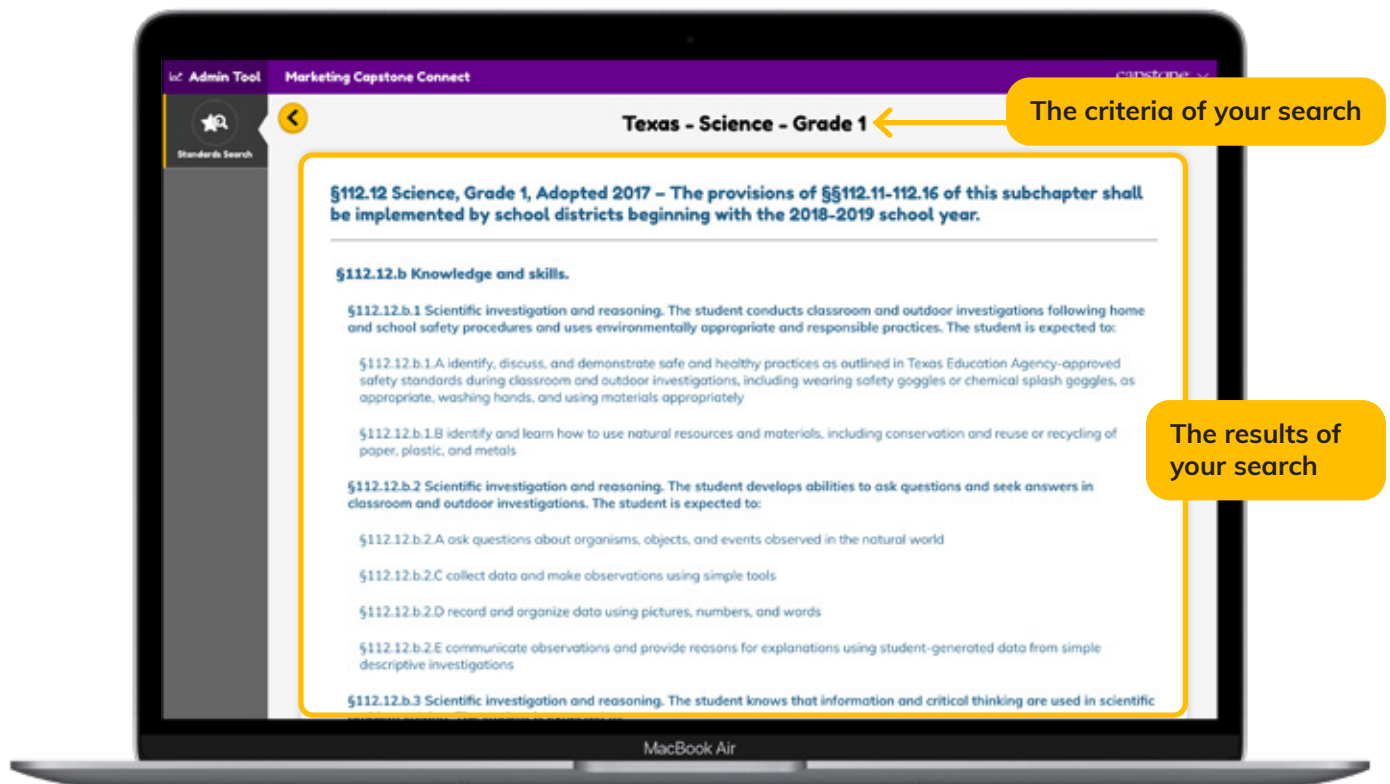
- 1) State or National Standard,
- 2) Subject and
- 3) Grade.

This example illustrates a search for content focused on First Grade Science for the standards in the state of Texas.



Search by Standard: Results Page

These are the results of your search for First Grade Texas Science standards. You can scroll to find the specific standard you are interested in finding content for.



You can drill down to a specific standard by clicking on the hyperlinked text. **In this example, we're going to look specifically at "knowledge and skills."**

Select any of the following to go back to the filtered search page to start over

Select any of the text on this page to see a list of results

You can drill down to the specific standard you want content for

This view shows curated Capstone content that is correlated to your chosen standard. Curated content includes resources available in PebbleGo, Capstone Interactive eBooks, and instructional materials. Content is sorted alphabetically. Use the search field to narrow your results.

Use the filter content bar to narrow down your results by typing a word. If the word appears in the title of the resources on this page, it will appear

View the amount of resources your search returned and easily download your search result in .csv format, making it easy to save and share multiple resources

Icons make it easy to see and filter the variety of resources based on your search. You can select one or multiple resource types.

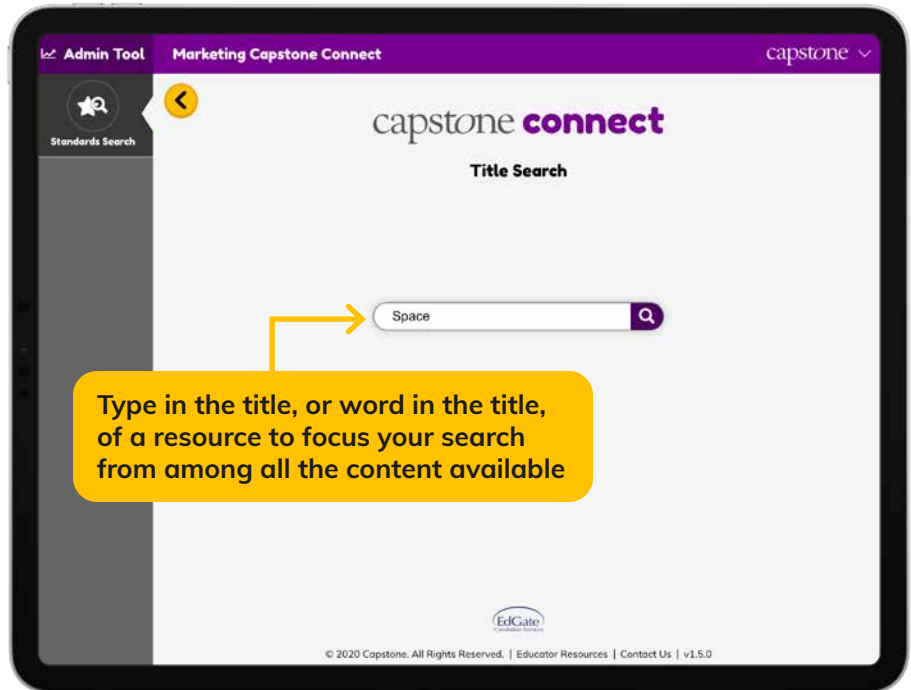
Using the level filter can help you further refine your search for eBooks

Title Search: Home Page & Search



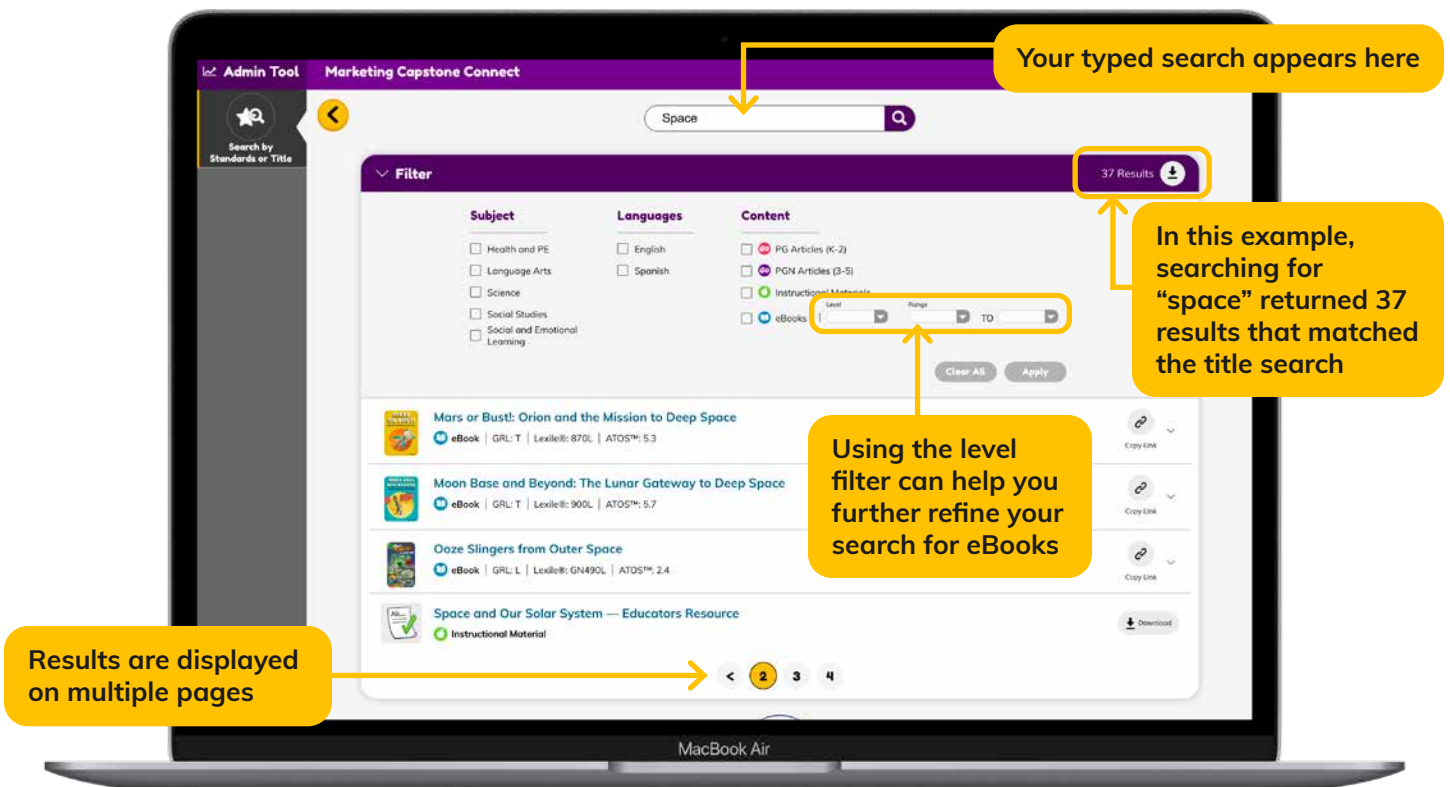
Another way to search for resources is using the Title Search from the Capstone Connect home page. The home page of Title Search allows you to filter content by the title of the resource or a word within the title of a resource.

This example illustrates a search for content focused on the word “space.”

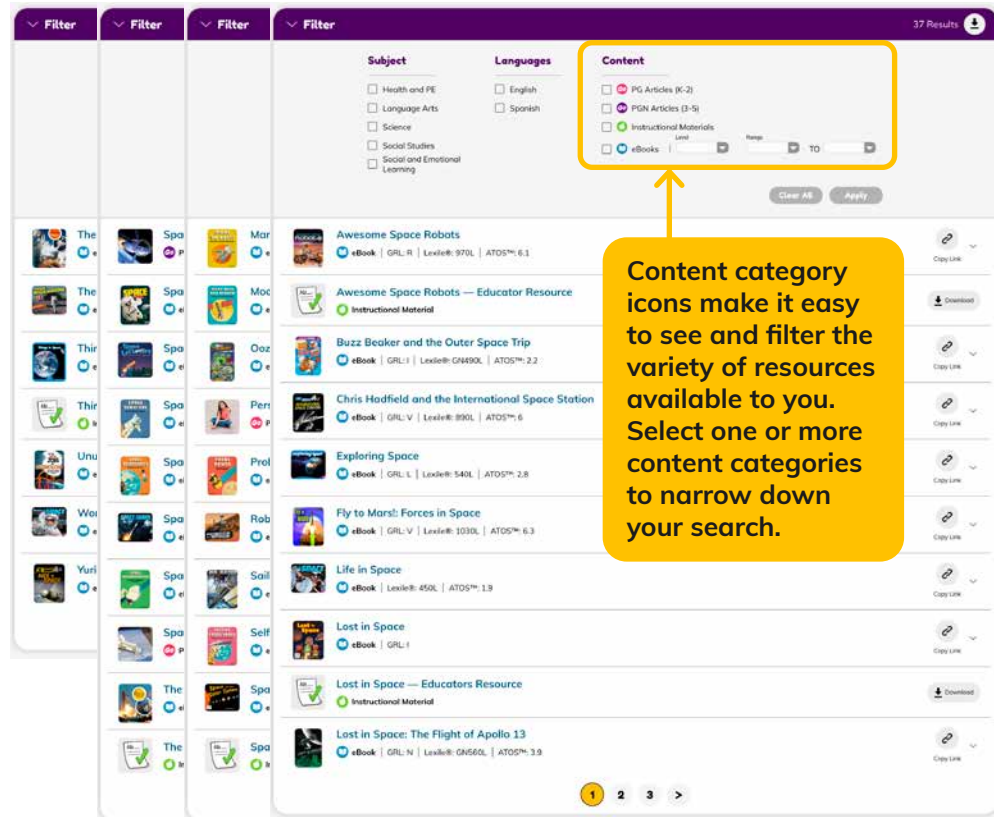


Title Search: Results Page

These are the results of your search for “space”. In this example, there are 4 pages of results. You can use the pagination buttons to navigate to the resources you need.

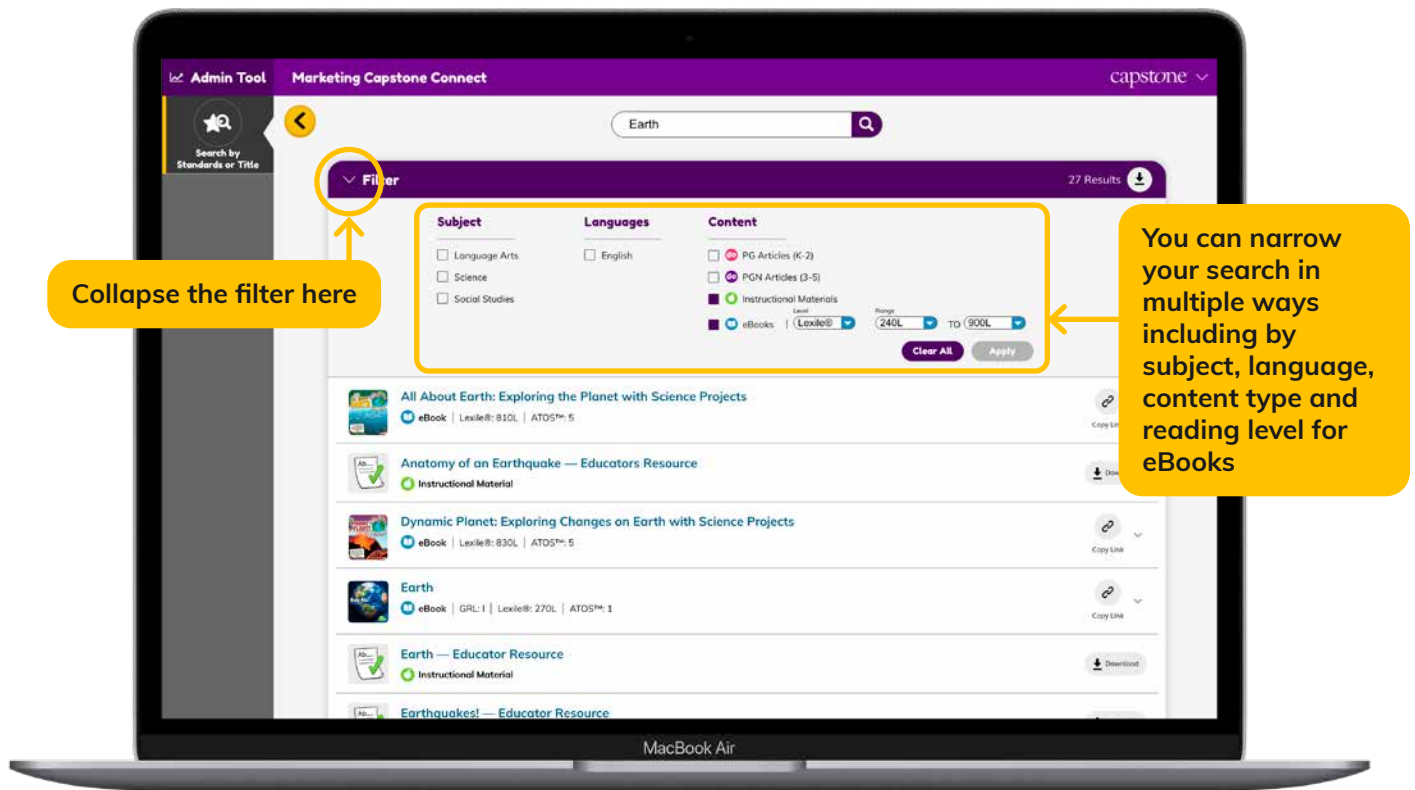


This view shows a closer look at the curated Capstone content that resulted from your Title Search of the word “space.” Curated content includes resources available in PebbleGo, Capstone Interactive eBooks, and instructional materials. Content is sorted alphabetically. You can find the specific content you are looking for or explore the multiple resources generated by your search.



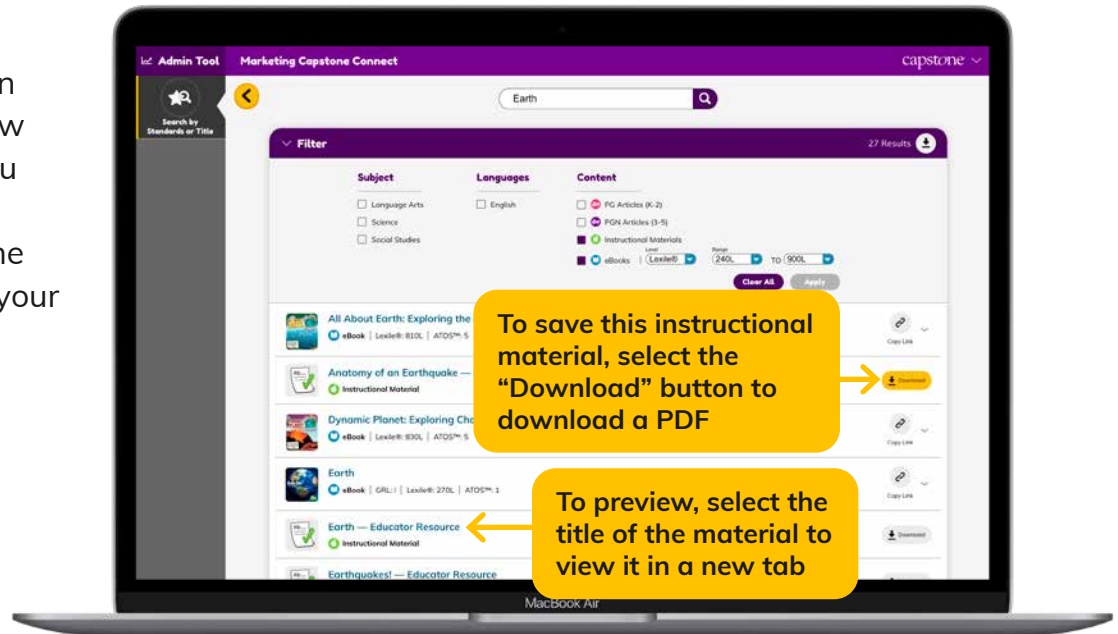
Filtering Content

Whether you search by standards or title, you can filter results and look only at a specific types of content. This can be done by clicking on the criteria in the Filter and clicking Apply.

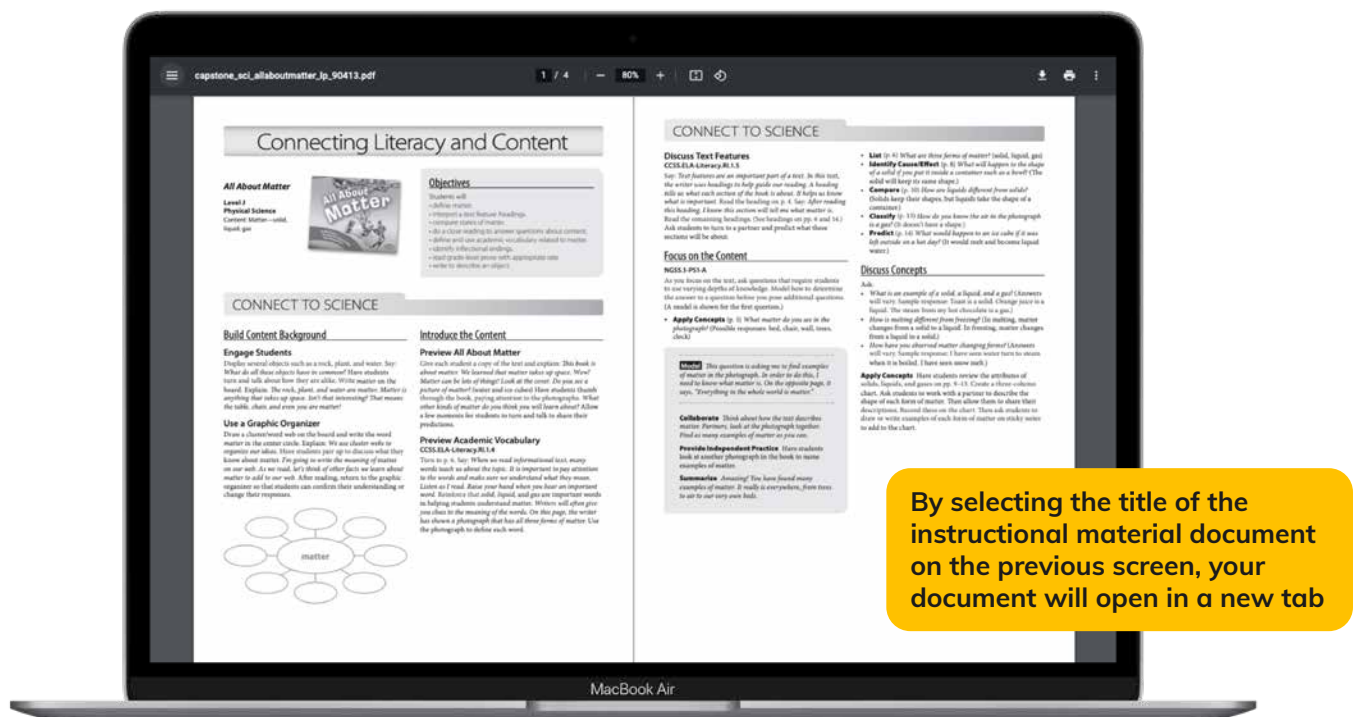


Instructional Materials: Preview and Save

Whether or not you've filtered the results, you can easily download or preview instructional materials. You must use the "Download" button to save a PDF of the instructional materials to your computer.



Clicking on the title of the instructional material will open a new tab and allow you to preview it. **In this case, we are previewing the instructional material for All About Matter.** Unlike the PebbleGo articles and eBook resources, Instructional Materials do not offer a URL for sharing. You must click on the "Download" button on the prior page to have access to the document later which can be saved to your computer. After the document has been downloaded to your computer, you can upload it to a cloud service of your choice (ex. Google Drive, OneDrive, DropBox) and house the link in online lesson planning resources or share with your peers.



PebbleGo Articles: Copy Link and Preview

Let's look at the PebbleGo article for Hot or Cold.

Copy a Link to this Article for Easy Student Access via Your LMS or Favorite EdTech Tool in 1 of 2 ways. Whether in Capstone Connect or in PebbleGo, you can use the “Copy Link” feature to create a unique URL that can be easily shared in any Learning Management System (LMS), education platform or EdTech tool allowing your students a quick, no sign in experience to access the PebbleGo article. Two options include:

1. Click the “Copy Link” button within Capstone Connect:

Click on the title of the PebbleGo article to have one-click access to view the correlated article, with no additional sign-in.

Incorporate links to PebbleGo articles into your LMS or favorite EdTech tool by simply clicking “Copy Link,” which will turn to “Copied!” once complete. Now you can paste the link in your resource of choice outside of Capstone Connect.

2. Or, Click the “Copy Link” icon at the top of the article from within the PebbleGo article.

Preview an Article. Preview an article by expanding the preview area by clicking on the arrow. You can quickly scan article information like contents and also find a link to the Spanish article, if available. Or, click on the image or title and you will be brought to the article in PebbleGo.

To share a direct link to the PebbleGo article with your students, click “Copy Link” on the Capstone Connect page or the “Copy Link” icon at the top of the PebbleGo article. Do not use the URL in the address bar.

By clicking on the title of the PebbleGo article on the previous screen, your article will open in a new tab like this one.

Click on the “X” to close the tab and navigate back to Capstone Connect

Capstone Interactive eBooks: Copy Link and Preview

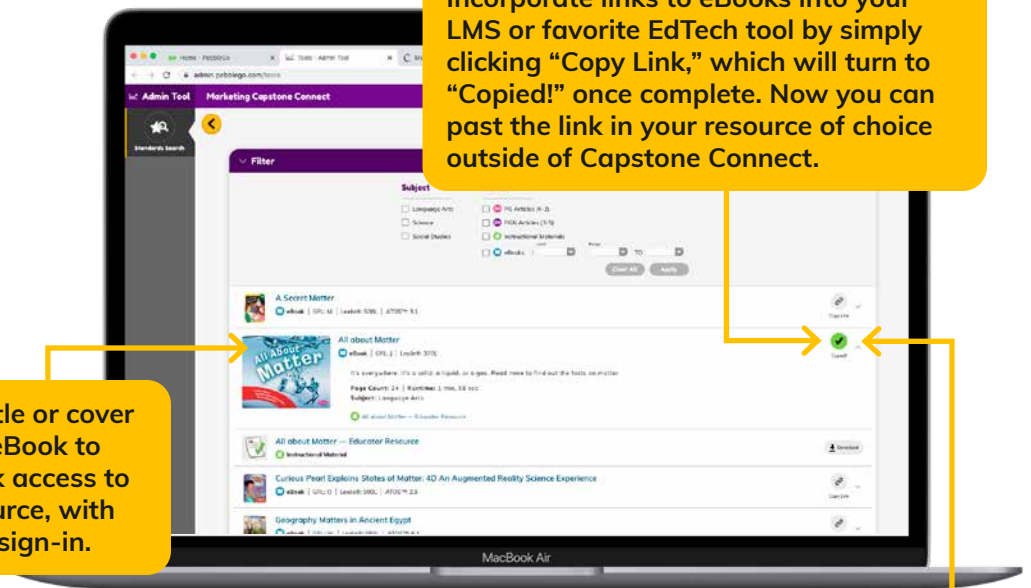
Let's look at the Capstone Interactive eBook title *All About Matter*.

Copy a Link to this eBook for Easy Student Access via Your LMS or Favorite EdTech Tool in 1 of 2 ways. Whether

in Capstone Connect or Capstone Interactive eBook Platform, you can use the "Copy Link" feature to create a unique URL that you can share in any Learning Management System (LMS), education platform or EdTech tool allowing you students a quick, no sign in experience to access the eBook.

Click on the title or cover image of the eBook to have one-click access to view the resource, with no additional sign-in.

Incorporate links to eBooks into your LMS or favorite EdTech tool by simply clicking "Copy Link," which will turn to "Copied!" once complete. Now you can past the link in your resource of choice outside of Capstone Connect.



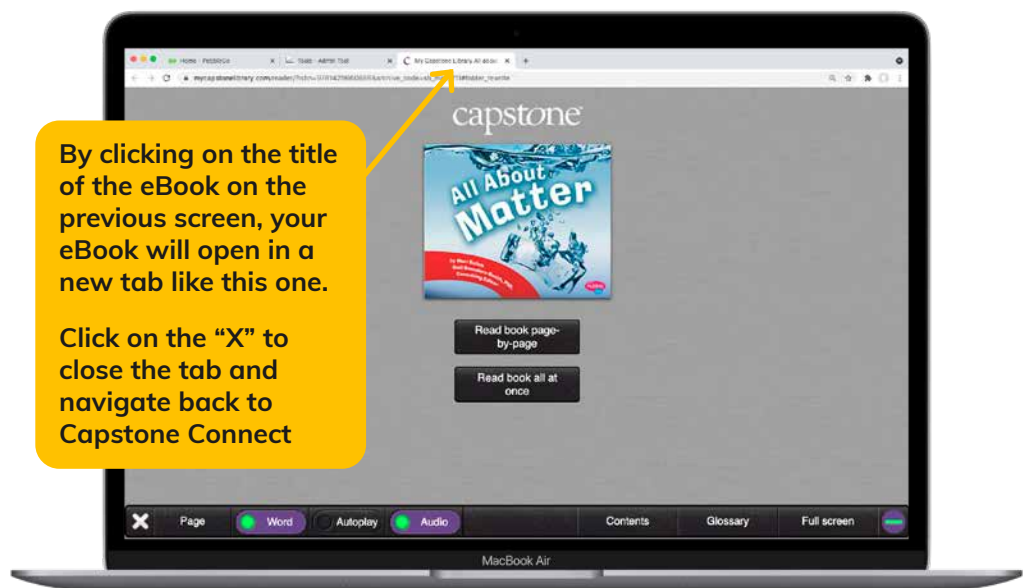
Preview an eBook.

You can preview an eBook in a few ways. Expand the preview area of the results page by clicking on the arrow. You can quickly scan book information like summary, page count, runtime and subject area. If the eBook has an associated instructional material, it will be linked. You can also preview the entire book by simply clicking on the book image or title of the eBook. Once you click into the eBook, you are instantaneously brought to that title.

To preview the eBook, click the down arrow to expand the information about the resource. If there is an associated instructional material, it will be linked in this area.

By clicking on the title of the eBook on the previous screen, your eBook will open in a new tab like this one.

Click on the "X" to close the tab and navigate back to Capstone Connect



Integration with LMS and EdTech tools

The “Copy Link” feature noted in the PebbleGo Articles and Capstone Interactive eBooks sections of this guide allow you to easily copy a link to any PebbleGo or Capstone Interactive eBook that is returned in your standards search. This unique link is tied to your school's Capstone Connect account and can be accessed by multiple students

at one time. These links can be easily pasted in your LMS or EdTech tools like Seesaw or Google Classroom. Because these links provide access to paid materials within your Capstone Connect subscription, we strongly encourage you to use the links for student access only.



Hot or Cold?

Go PGO Article | Grade K-2



Copy Link



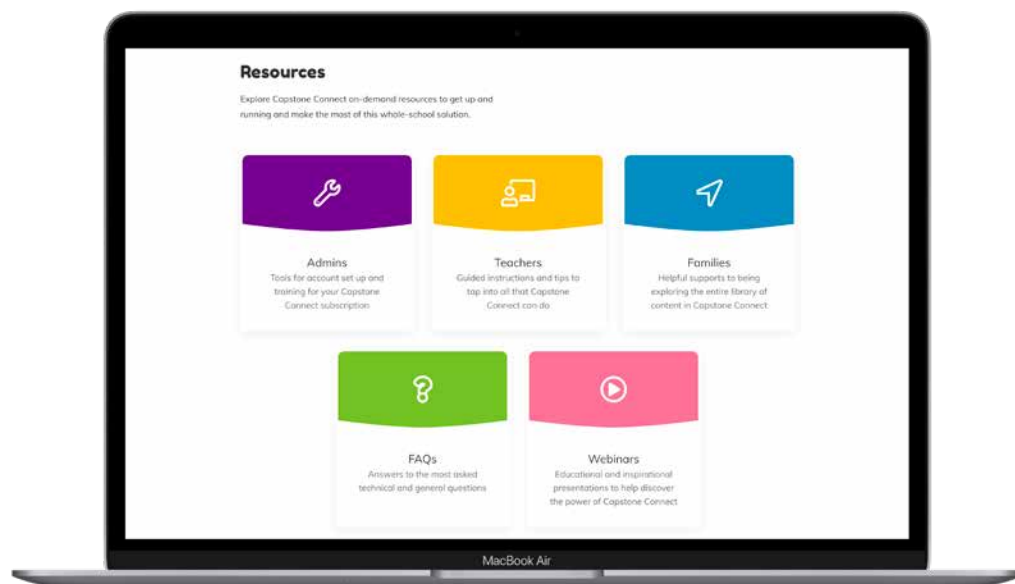
Copied!

Professional Development

Professional development is available to continue to learn about Capstone Connect. Go to **Capstone-Connect.com** to find all resources available.

Brief “how-to” videos

demonstrate how to easily connect resources found in Capstone Connect to their LMS or ed tech tools. Each video is less than 5 minutes.



Appendix 2: PebbleGo Create – Optional Add-On

PebbleGo Create with Buncee

PEBBLEGO CREATE WITH BUNCÉE OVERVIEW

PebbleGo Create is an all-new tool that can be added to any PebbleGo subscription. PebbleGo Create is an intuitive digital workspace for students to demonstrate learning and share their knowledge from PebbleGo. By pairing student-centered active learning with engaging curriculum-connected content, students can retain more essential concepts key to academic success.

Key Areas of PebbleGo Create

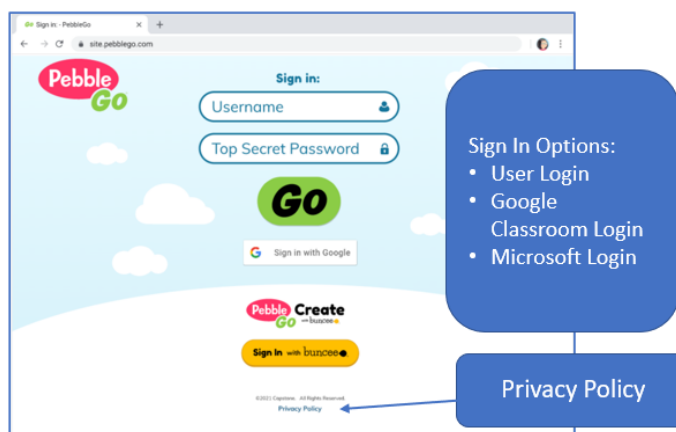
- Students can creatively demonstrate their knowledge acquisition directly from an article.
- Teachers can easily view and access a student's work!
- Simple onboarding set: PebbleGo Create allows schools to seamlessly sync rosters with popular SIS tools like Google Classroom and Microsoft Azure AD (i.e., Microsoft).

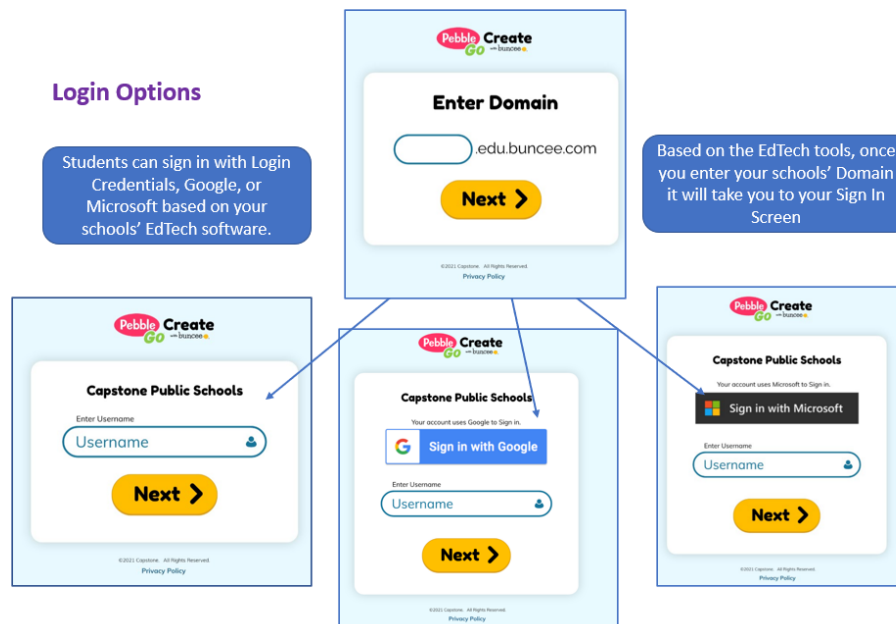
LOGIN CREDENTIAL OPTIONS

One login allows students access to your PebbleGo subscription, their PebbleGo Create workspace, and previous work. They can navigate seamlessly within their PebbleGo experience and easily share their creations with their teacher.

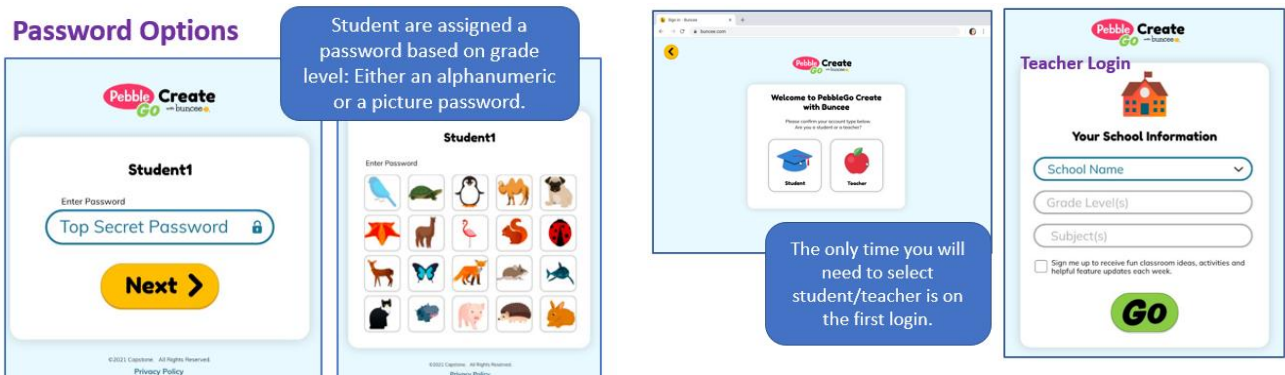
All accounts are created by syncing Google Classroom roster data with PebbleGo Create, by syncing Microsoft Office 365 roster data with PebbleGo Create, or by manual upload via CSV.

Depending on the district's sign-in preference, both teachers and students can sign in using their username/password, Google, or Microsoft. Teachers can choose traditional passwords for their students, or they can enable simple login (picture passwords).





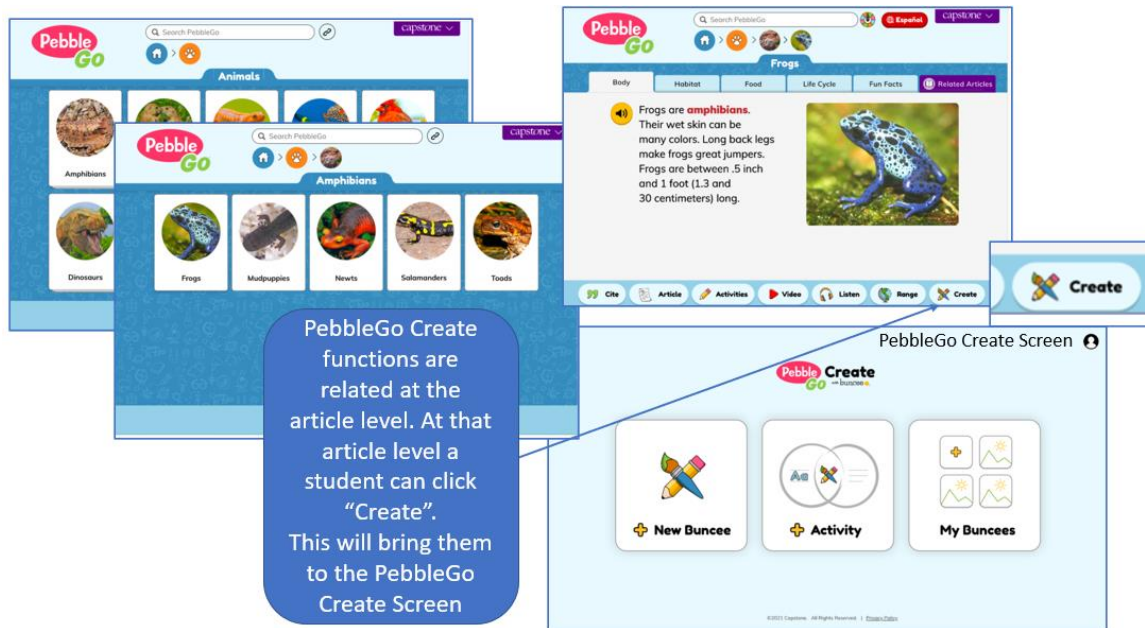
- Password Options that are available when using Username Option include password, and picture password. Not applicable for Google or Microsoft Logins; those logins are already authenticated through that platform.
- The first time a User signs in to PebbleGo Create, they will need to identify whether they are a student or a teacher. This will only occur on the first login for that user.



PEBBLEGO CREATE STUDENT WORKFLOW

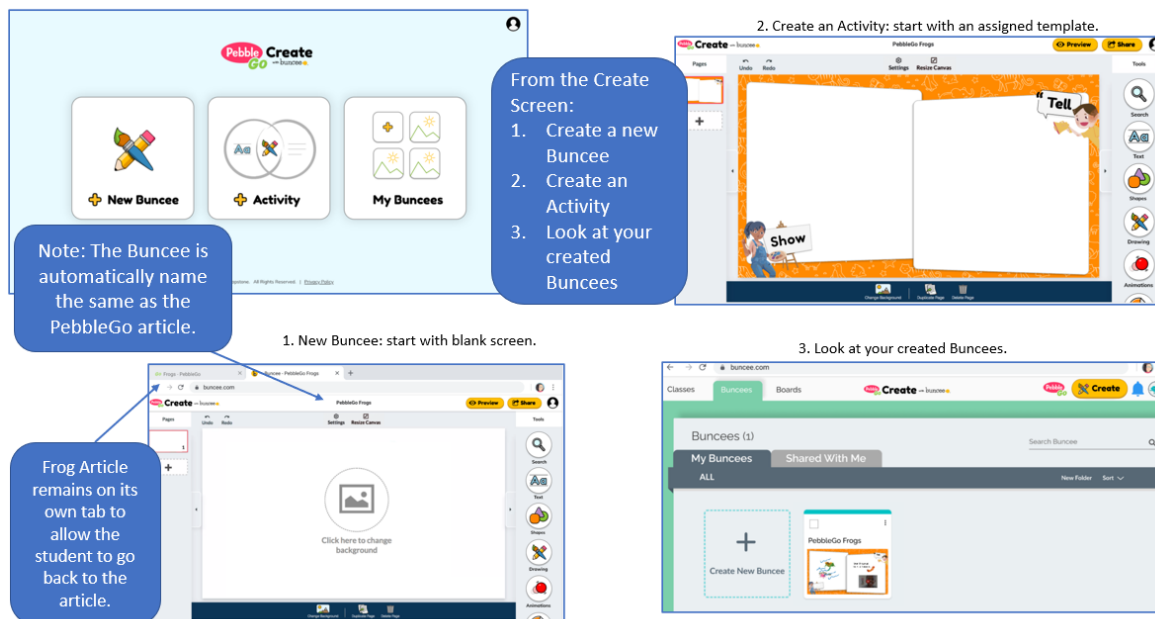
SEARCH OPTIONS

Students can drill down to the article by visual search or by article search in the search bar.



CREATING A BUNCEE

Students can select a new Buncee with a blank template or they can select an activity for a ready-made template. From the PebbleGo Create screen a student may also review their previously created Buncees. The created Buncee always inherits the name of the article, so that teachers can then automatically identify the article with the article that student is demonstrating their knowledge through their Buncee creation.



New Buncee from a Blank Screen

Student can create and demonstrate what they have learned about an article using a blank template. Within the create templates the student will have many media options that are aligned with their age abilities to easily navigate the creative tool.

Whether a student selects a blank screen or an activity the tools remain the same on each page.

Buncee Options

- Add a page to the Buncee
- Change the background
- Duplicate a page
- Delete a page
- Preview the Buncee
- Share the Buncee: as students are creating the Buncee pages, the teacher can view what the student is working, it is saved for the teacher as created.
- Logout from each screen

Selecting a New Buncee or Activity provide the same tools

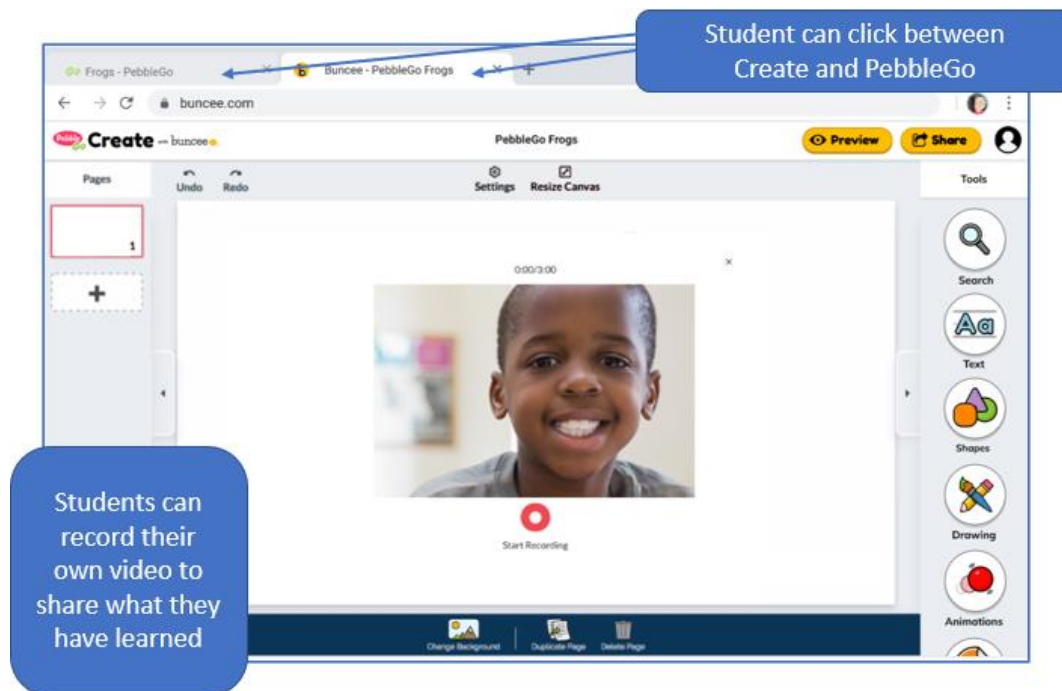
Students can add pages to their Buncee.

Can change background, duplicate page or delete the page

Picture Icon with Text that are easy to use for the youngest learner!

PebbleGo Create Tools

- Search
- Text
- Shapes
- Drawing
- Animations
- Stickers
- Word Art
- Emojis
- Uploads
- Video
- Photo
- QR Code



New Buncee from an Activity

When students select the creation by activity, they will receive an assigned template. Currently PebbleGo Create Activities will have 1-2 activities for each article. Just as PebbleGo has evolved over time, so will PebbleGo Create grow over time with more options.

Module Template Activities

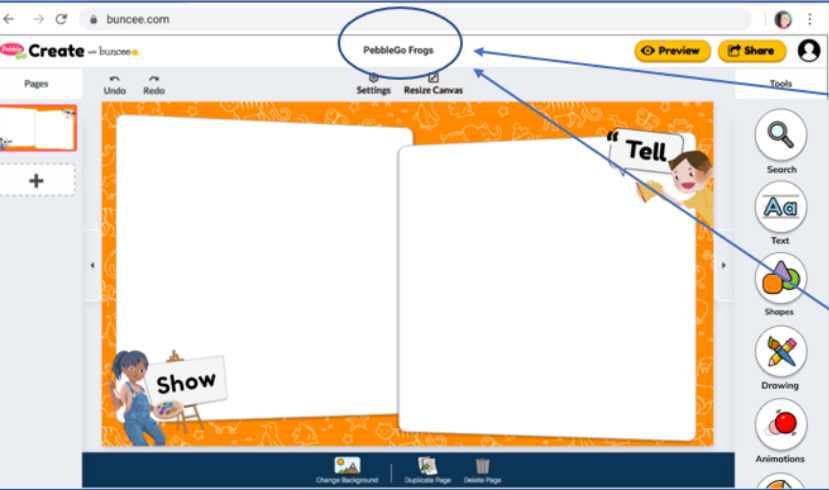
- Eduprotocols
 - Instructional lesson frame to engage students in learning through critical thinking, creativity, collaboration, and communication.
 - Used with any subject, grade level.
- One template per module at the release of PebbleGo Create. PebbleGo Create will grow and evolve just as PebbleGo has over the last decade.
- Design aligned to each individual module; color coded to match module.

Activity Example Show and Tell

This template like the blank template has an automated naming convention that matches the article.

- A great strategy to help students with their creative thinking without being overwhelmed and can be creative with the teacher's prompt.
- Quick form of assessment on how the students respond.
- Engage with students to extend the learning or personalize for students.
- Offers quick assessment, teacher might use the K-W-L Chart (What you know, What I want to Know and What I learned) PebbleGo Create Teacher Overview.

Activity Screen



Buncee title created by student will be based on the article they were viewing when they select "Create"

Media Options: students will receive sticker options related to the article be viewed.
Example: Frogs

PebbleGo Create Tools

- Search
- Text
- Shapes
- Drawing
- Animations
- Stickers
- Word Art
- Emojis
- Web Images
- Uploads
- Video
- Photo
- QR Code



Students can add pages to their Buncee.
Can change background, duplicate page or delete the page

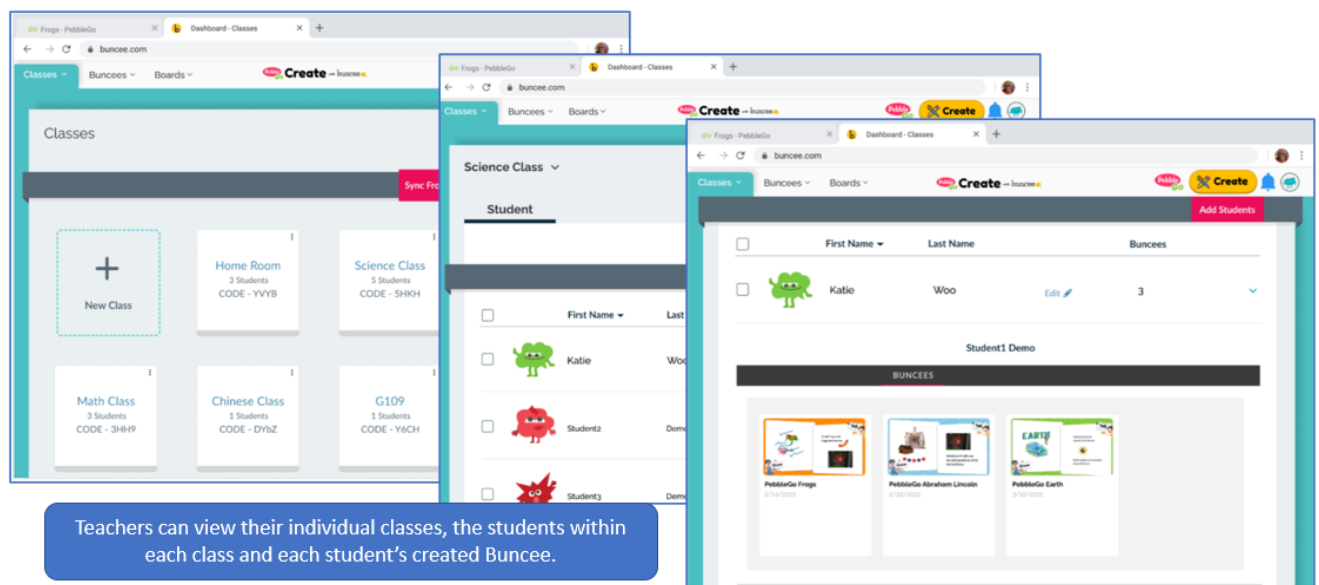
Picture Icon with Text that are easy to use for the youngest learner!

PEBBLEGO CREATE TEACHER WORKFLOW

Teachers can sync their classroom with Google Classroom or Microsoft Office 365 (Azure Active Directory-aka AAD) for all their classes.



Only subscribed modules will show on your home page screen.



Sharing Information

1. When you click Share, you will have the following options:
 - a. Settings to set privacy permissions, make copyable, allow comments.
 - b. Share Options to Share to Bunccee Users, Share to Boards, Download as PDF, or PNG.
2. Teacher can allow Commenting on a Bunccee or a Board.

Teachers can filter by group and edit groups.

Teachers can search by student, they can add students, and they can share the class code with students to join a class.

	First Name	Last Name	Badges	Buncees	Submissions
<input type="checkbox"/>	Buncee	Demo		4	3
<input type="checkbox"/>	Buncee	Demo		0	1
<input type="checkbox"/>	Frank	Gomez		2	2

STUDENT ROSTERING

Our Onboarding Team will work with your school to ensure a smooth implementation that includes rostering your students.

ROSTERING OPTIONS

- Sync with existing rosters with Google Classroom or Microsoft Office (i.e., Microsoft Azure Active Directory).
- Create teacher and student usernames with a CSV file

COPPA COMPLIANCE

PebbleGo Create with Buncee's commitment to data security and privacy, and more specifically, student privacy is evident throughout the platform. PebbleGo Create with Buncee is a COPPA compliant tool, and Buncee participates in the [iKeepSafe COPPA Safe Harbor Certification](#) program and is a signatory of the [Student Privacy Pledge](#). Student accounts do not require the submission of email, gender, or DOB, and are private by default. PebbleGo Create with Buncee does not collect, sell, rent, or otherwise provide personally identifiable information ("PII") to any third parties for advertising or marketing purposes. The privacy policy can be found on both the PebbleGo and the PebbleGo Create with Buncee landing pages.

Demonstration of PebbleGo Create

<https://www.youtube.com/watch?v=VfxiP7InJmQ>



Capstone Product End User License Agreement

Last Updated: January 28, 2022

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"):

- PebbleGo (Including Add-Ons and Mobile Applications)
- Capstone Interactive
- Capstone Connect
- PebbleGo Create with Buncee
- Buncee (Including all Buncee products and Mobile Applications)
- Raintree (Including Raintree Online and Engage Literacy)
- No Nonsense 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, or (iii) your acceptance of this Agreement. 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.

5. Account Creation and Credentialing.

- a. 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.
- b. Educators are, and Schools/Districts 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 or sharing such User Content, you grant Capstone and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns, and all other Capstone Digital Products users, a non-exclusive, sublicensable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, and/or download 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, 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.

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 the license granted above 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:

- a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.



- b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- c. Infringe any patent, trademark, trade secret, copyright, or other Intellectual Property or other rights of any other person.
- d. 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.
- e. Be likely to deceive any person.
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- g. Contain any alcohol-related or mature content without appropriate age-based restrictions.
- h. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- i. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- j. Give the impression that they emanate from or are endorsed by Capstone or any other person or entity, if this is not the case.
- k. 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.
- l. Criticize Capstone, the Capstone Digital Products, or the service of any of Capstone's operational partners

b.

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

- a. 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.
- b. 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>.
- c. 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.

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. [For more information about the features and functionality specific of each Capstone Digital Product, please review our product details [here](#).]

- **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 Google Classroom or Microsoft Office 365 with 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 Google Classroom or Microsoft Office 365 with 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.
- **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.

- **No Nonsense Literacy.** A No Nonsense Literacy subscription is available to a General Adult, Parent/Legal Guardian, or Educators and Schools/Districts. When you purchase a No Nonsense Literacy license, you are not able to create accounts or logins for students. All individuals and faculty 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.

- a. 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.
- b. 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.
- c. 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



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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. 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.

21. Duration of Access to Certain Content. Capstone will provide access to Capstone Digital Products in a form and format that is in the sole discretion of Capstone. Due to licensing restrictions that may apply to a Capstone Digital Product, or the content or offerings contained therein, Capstone reserves the right to remove, modify or replace any specific content (such as, without limitation, text, images, books, photographs, or videos) of the Capstone Digital Products in its sole discretion.

22. Term.

- a. 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.
- b. Renewals. In the case of a subscription license, after each subscription term, the subscription term will automatically renew for the agreed upon term (e.g., 1 month or one year), unless you cancel the service before the current term runs out. 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.
- c. Free Trial. If you initially sign up for free trial, you must provide Capstone a valid payment method (such as a credit card) to continue using the Capstone Digital Product at the end of the trial period. If you do provide a payment method in connection with your trial subscription, and you do not cancel the subscription before the free trial ends, you will be billed monthly starting at the end of your free trial. If you do not provide Capstone a payment method in connection with your free trial subscription, your subscription to the Capstone Digital Product will be terminated at the end of the free trial period and your account will be closed.
- d. 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



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- 23. 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.
- 24. 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, 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. THE CAPSTONE DIGITAL PRODUCTS MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.
- 25. 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.

26. 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.

27. General Provisions.

- a. 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.
- b. Entire Agreement. This Agreement, the Order, the Capstone Website Terms of Use located at <https://www.capstonepub.com/support/legal-central/website-terms-use>, 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.
- c. 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.
- d. 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.
- e. 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.

- f. 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.
- g. 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.
- h. Modifications to Agreement. Capstone reserves the right to make any necessary changes, modifications, or updates to this Agreement at any time.
- i. 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



Pursuant to Section 2 above, the terms set forth in this Agreement shall be deemed accepted by the parties 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, or;
- (iii) your acceptance of this Agreement

You/Your (subscriber acknowledgement):

Date: _____

I Accept:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Diane O'Leary PHONE (A/C, No, Ext): 612-349-2495 E-MAIL ADDRESS: doleary@csdz.com FAX (A/C, No):
INSURED Coughlan Companies, LLC dba Capstone PO Box 669 Mankato MN 56002-0669	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Great Northern Insurance Company INSURER C: Chubb Indemnity Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 20281 20303 12777

COVERAGES**CERTIFICATE NUMBER:** 862616838**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			36036790	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		73598660	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		78181710	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71756330	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Media Liability Professional & Technology Liab Cyber Liability			82620759	7/1/2021	7/1/2022	Limit: \$3,000,000 Limit: \$3,000,000 Limit: \$3,000,000 Retention: \$50,000 Retention: \$50,000 Retention: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFP 22-2326-3EMF Library Databases

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: County of Henrico and Henrico County Public Schools and Others as required by written contract.

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

County of Henrico
attn: Risk Management
PO Box 90775
Henrico VA 12273

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Welcome to PebbleGo and PebbleGo Next

PebbleGo is a database designed to meet the unique needs of the kindergarten through third grade researcher. PebbleGo databases are accompanied by highly relevant photos, illustrations, and feature audio narration by professional voiceover artists. They also include activities and lesson plans to make teaching research easy. PebbleGo offers five unique databases in English: Animals, Science, Biographies, Social Studies, and Health. Spanish Bundle to include all 4 databases: Animales, Estudios Sociales, Biografías, Ciencia, and Salud.

Built upon the keystones of PebbleGo, PebbleGo Next maintains all the features you love about the original PebbleGo with content suitable for researchers ready to graduate to the next step. PebbleGo Next is designed for upper elementary students, grades 3-5, who are more proficient in navigating technology but still need some extra support, utilizing curriculum-aligned articles with more robust information for older students. PebbleGo Next offers four unique databases: Science, Biographies, Social Studies, and States & American Indian History.

Note: The States and American Indian History are one module for purchase, however, are shown as two separate research subjects within PebbleGo Next.

Sign on WEBSITE: [HTTPS://WWW.PEBBLEGO.COM/](https://www.pebblego.com/)

Student Login:

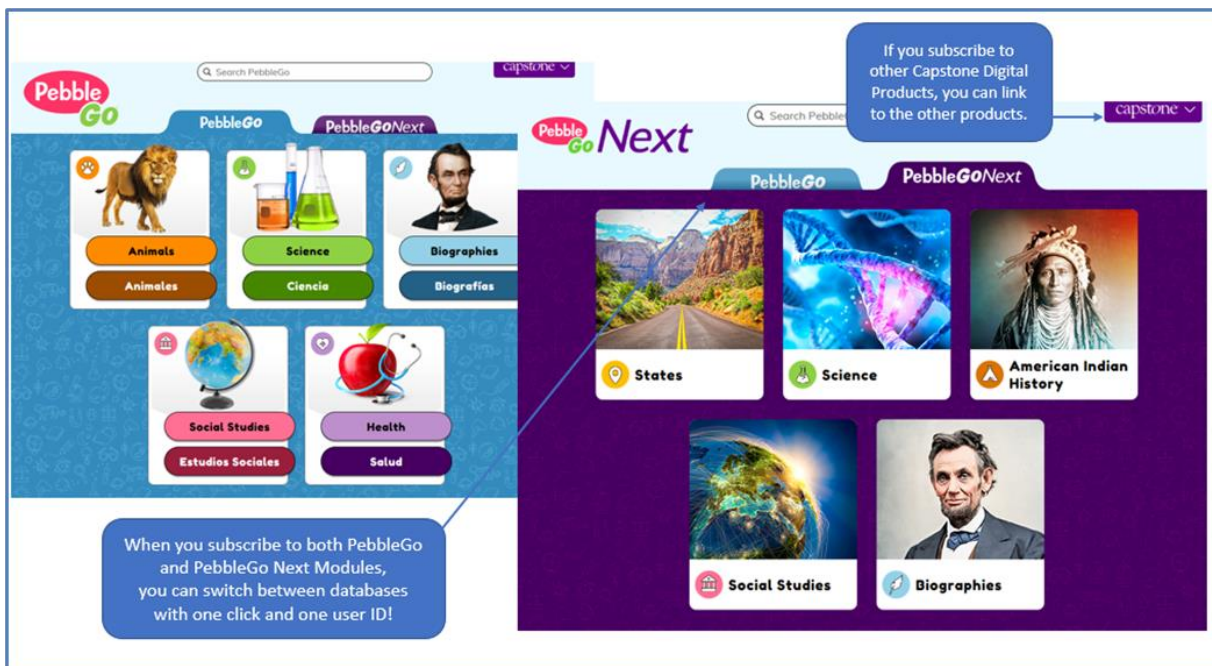
Admin Login:

Student Password:

Admin Password:

You can login to PebbleGo and PebbleGo Next with the same login when you are subscribed to any of the modules from both PebbleGo and PebbleGo Next.

Your Home Page



SEARCH NAVIGATION

Two search options: Keyword and Drill Down. See the examples below.

Search By Keyword

We have two options; we can search by Keyword to go directly to Flamingos, or we can drill down through the Animal Database.

Search options shown include: Home, Animals, Science, Biographies, and a search bar with results for Flamingos.

Search options shown include: Home, Animals, Science, Biographies, and a search bar with results for Hawaii.

Search options shown include: Home, Animals, Science, Biographies, and a search bar with results for Flamingos.

Search options shown include: Home, Animals, Science, Biographies, and a search bar with results for Flamingos.

Drill Down:

1. Select Database

2. Choose category

3. Choose subcategory

4. Choose Article

Breadcrumb Trail

Read Aloud Feature – Text Highlighting

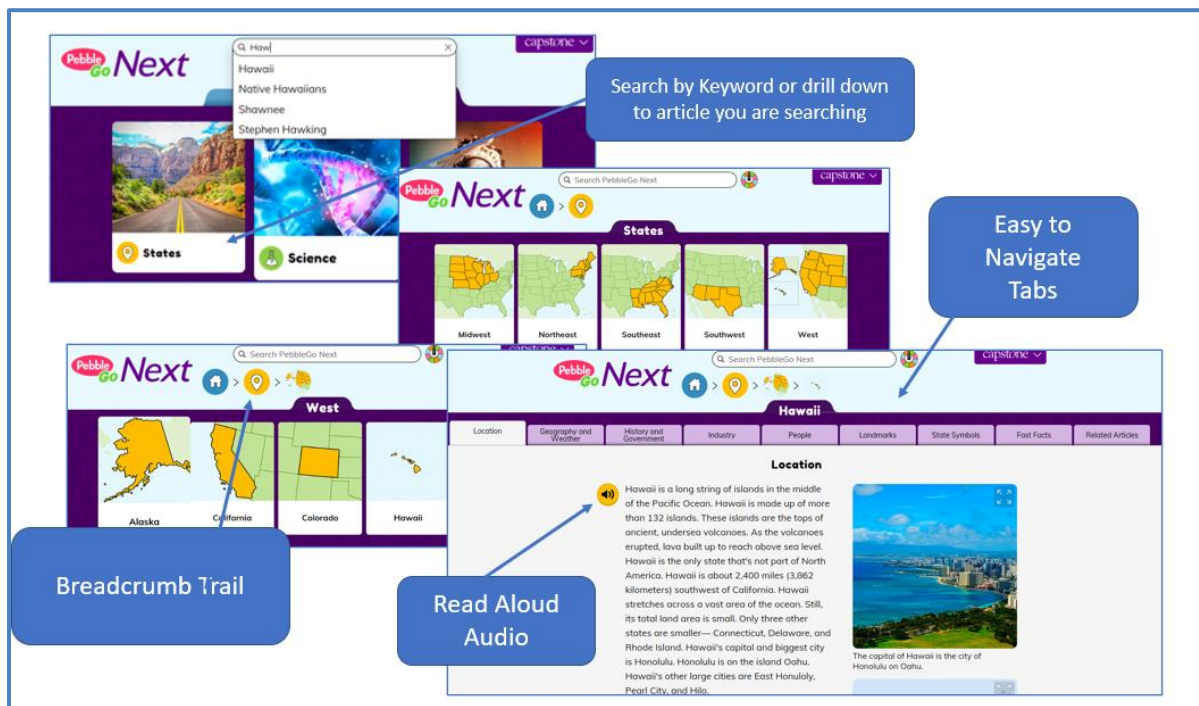
PebbleGo allows for emergent readers to browse through articles.

*Each menu option is read aloud when the mouse is moved over the database, making PebbleGo accessible for the earliest readers and researchers.

Or let PebbleGo surprise you!

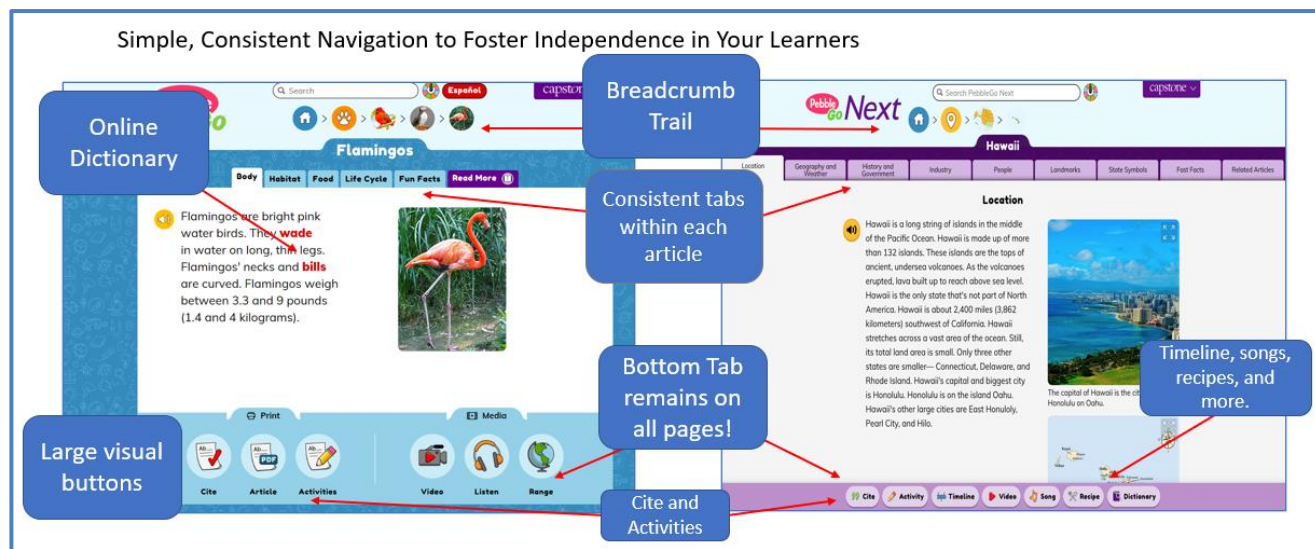
1. Click on a database
2. Click on the Spinner
3. An article chosen at random will open

The same search functions are available in PebbleGo Next.



Navigation

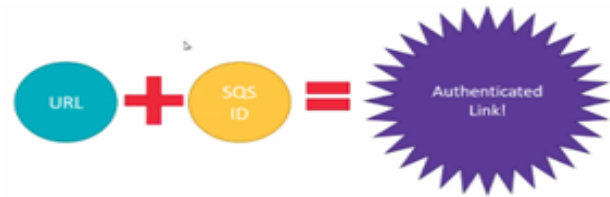
Consistent Navigation helps students learn about each animal in a consistent and familiar search.



COPY LINK BUTTON

Use the Copy Link button, an authenticated link that will take whomever you send it to directly to the article.

- The authentication link is a URL that has login credentials in it.
- More technically, it is a URL plus an SQS ID. An SQS link is an ID specific to a school's account. If it is appended to the end of a URL, it will allow a user to automatically login without signing in. Every PebbleGo and PebbleGo Next account has this option!



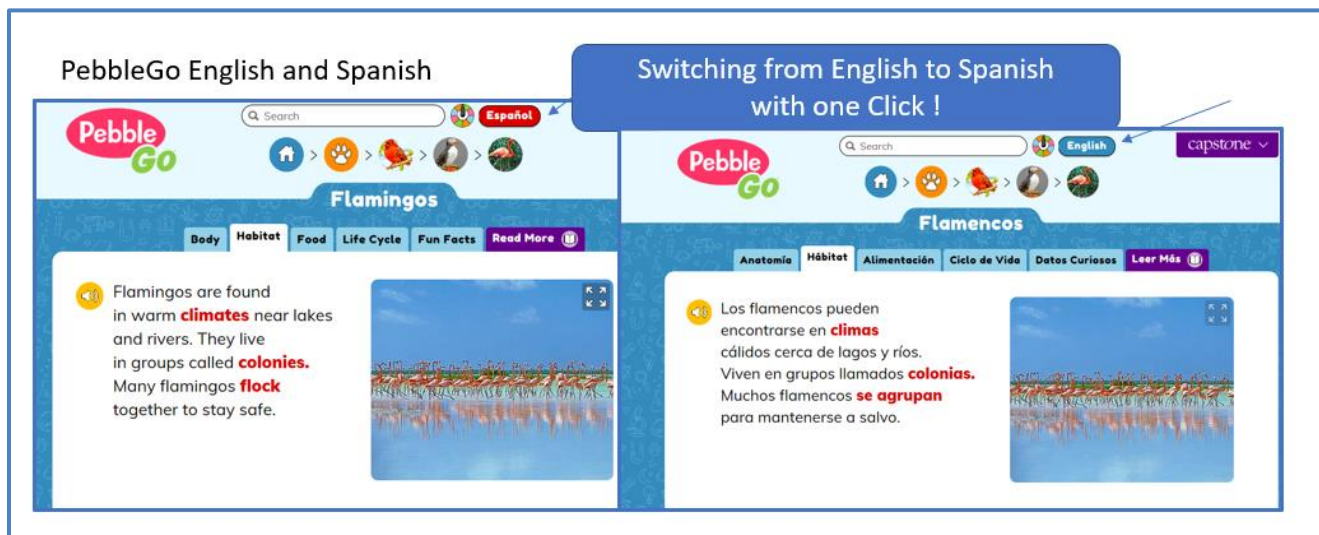
HOVER SOUND

Hover Sounds: When your mouse glides over a PebbleGo and PebbleGo Next breadcrumbs trail, it will read the trail.

- Users can turn Hover Sounds on/off under the Capstone drop down menu. This will not affect the user's ability to play any audio that uses a button click to play.
- The main use for this is an Educator presenting to their class or recording themselves to share with student distance learning. Now they will not have to compete with audio.

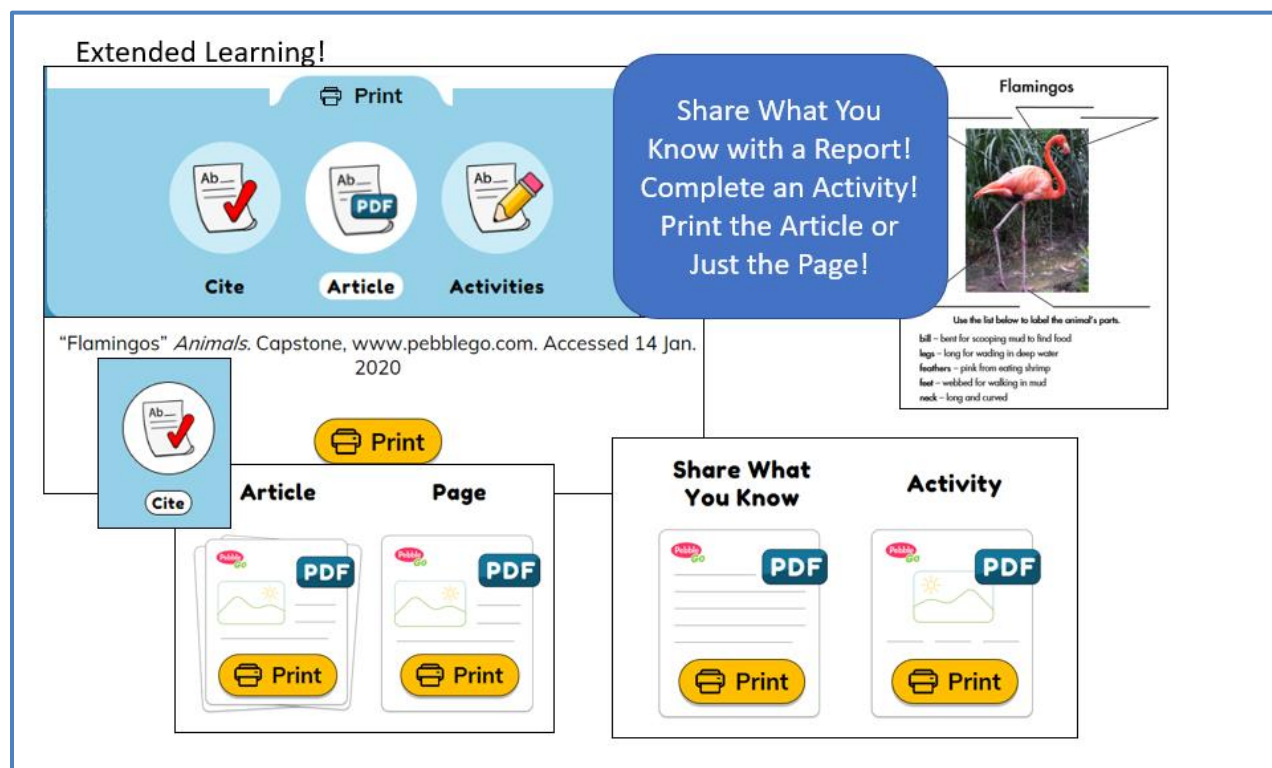
The copy link feature and hover sound option link are the same in PebbleGo and PebbleGo Next.





PebbleGo Extended Learning

Video and/or audio clips are provided for most articles. Educators can teach students to cite their sources. Students can “share what they know” with a printable template that is ideal for first reports.





PebbleGo Next Extended Learning

The screenshot shows the PebbleGo Next interface with the Media Tab selected. At the top, a blue callout box reads "Media Tab: Maps, Listen and Watch to Learn!". Below this, there are three main sections: "Range" (a world map showing flamingo distribution), "Listen" (a circular image of a flamingo), and "Video" (a video player showing flamingos). The "Range" section includes a "Range Map" with a search bar and a "Range" button. The "Listen" section has a "Listen" button. The "Video" section has a "Video" button. A "Media" tab is also visible at the top.

Read More Feature

Read More is an option to add to your existing PebbleGo subscription that provides two read-aloud eBooks connect to each article in the PebbleGo Animals and PebbleGo Science modules. Gives educators access to hundreds of additional resources for instruction in their classroom.

The screenshot shows the 'Read More' add-on interface. At the top, it says 'Read More Add-on'. Below this, there's a search bar and a 'capstone' logo. The main content area is titled 'Flamingos' and has tabs for 'Body', 'Habitat', 'Food', 'Life Cycle', 'Fun Facts', and 'Read More'. The 'Read More' tab is selected, showing two columns: 'Articles' (with images of Ducks and Peacocks) and 'Books' (with images of Birds and Flamingos). A blue callout box points to the 'Read More' tab with the text: 'Read Additional Books on the topic. Two Additional Resources with Read More!'. Another blue callout box points to the 'Articles' section with the text: 'Read Additional Related Articles'. On the right, a 'Read More' sidebar shows a 'Description' of the 'Flamingos' eBook, a 'Play Book' button, and links for 'Book', 'Cite', and 'Info'.

Dictionary Feature

The screenshot shows the 'Dictionary' feature. At the top, it says 'Dictionary'. Below this, there's a search bar with 'macadamia' entered. The search results show 'macadamia nut noun' with a pronunciation guide 'mak-ə-'dā-mē-ə-' and a description: '(bc)a hard-shelled nut of an Australian evergreen tree widely grown in Hawaii'. A blue callout box points to the pronunciation guide with the text: 'Access Dictionary by clicking on word. Audio pronunciation is provided for each word.' Below the search results, there's a 'People' section with a list of links: 'Cite', 'Activity', 'Timeline', 'Video', 'Song', 'Recipe', and 'Dictionary'. A blue callout box points to the 'Dictionary' link with the text: 'Dictionary'.

Dictionary

- Using [Google Docs](#) or [Google Slides](#) (shared in Google Classroom) students create a personal dictionary.

APA (American Psychological Association)	MLA (Modern Language Association)	CMS (Chicago Manual of Style)
Hawaii. (2020). <i>States</i> . Retrieved from http://www.pebblego.com .	"Hawaii" <i>States</i> . Capstone, 2020. Web. 20 Aug 2020 < http://www.pebblego.com/ >	"Hawaii." <i>States</i> . 2020. http://www.pebblego.com
Copy Print	Copy Print	Copy Print

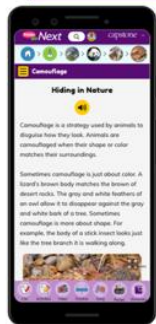
Student Name Directions: After you have found a new word in PebbleGo Next, enter it into the first box, then use your new word to create a sentence in the box next to the word.		Academic Term and Definition		Personal Illustration	
imaginary	My brother tells me there is an <u>imaginary</u> monster under my bed but he is just trying to scare me.				
ordinary	Today is an <u>ordinary</u> day because I'm not doing anything special.				
necessary	It is <u>necessary</u> to do my homework since it is due tomorrow.				
temporary	To put on a <u>temporary</u> tattoo, I used a warm, wet washcloth.				
dictionary	A <u>dictionary</u> is a very wordy book!				
Citation		Personal Connections			

<https://www.pebblego.com/pebblego-integration-lms-applications-or-classroom-website>

508 COMPLIANCE

Features

Every PebbleGo Next add-on includes:



- 508 & WCAG 2.0 Compliant Technology
 - Accessible to students with disabilities
 - Compatible with assistive technologies
 - Alternative text and descriptive titles for images and videos
- Easier at-home and on-the-go access with mobile-responsive design
- Administration Tools & Online Resources
 - Usage reports and controls
 - Easily connect to Google Classroom
 - Free online resources for educators with lesson plans and other helpful tools



What does it mean to be 508 compliant?

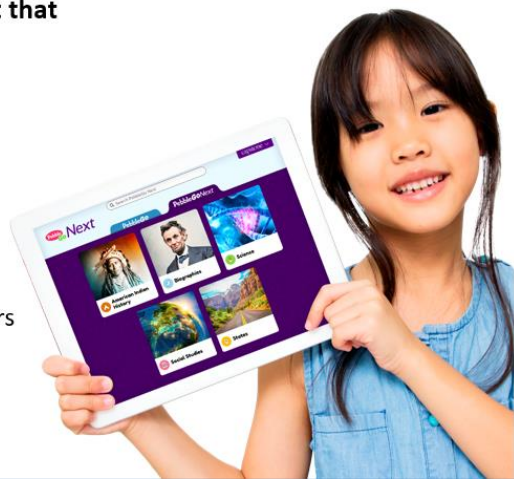
Section 508, an amendment to the United States Workforce Rehabilitation Act of 1973, is a federal law mandating that all **electronic and information technology** developed, procured, maintained, or used by the federal government be **accessible to people with disabilities**.



PebbleGo Next & Compliance

What are the new accessibility features of PebbleGo Next that make it compliant with Section 508?

- **Navigation** is simple, intuitive and predictable
- **Text-to-Speech** on all articles
- **Transcripts** for all videos
- **Alternative text** and descriptive titles for images
- **Compatible with Assistive Technologies** such as screen readers
- **Access keys** for keyboard-only navigation
- **Color contrast** designed to support low vision

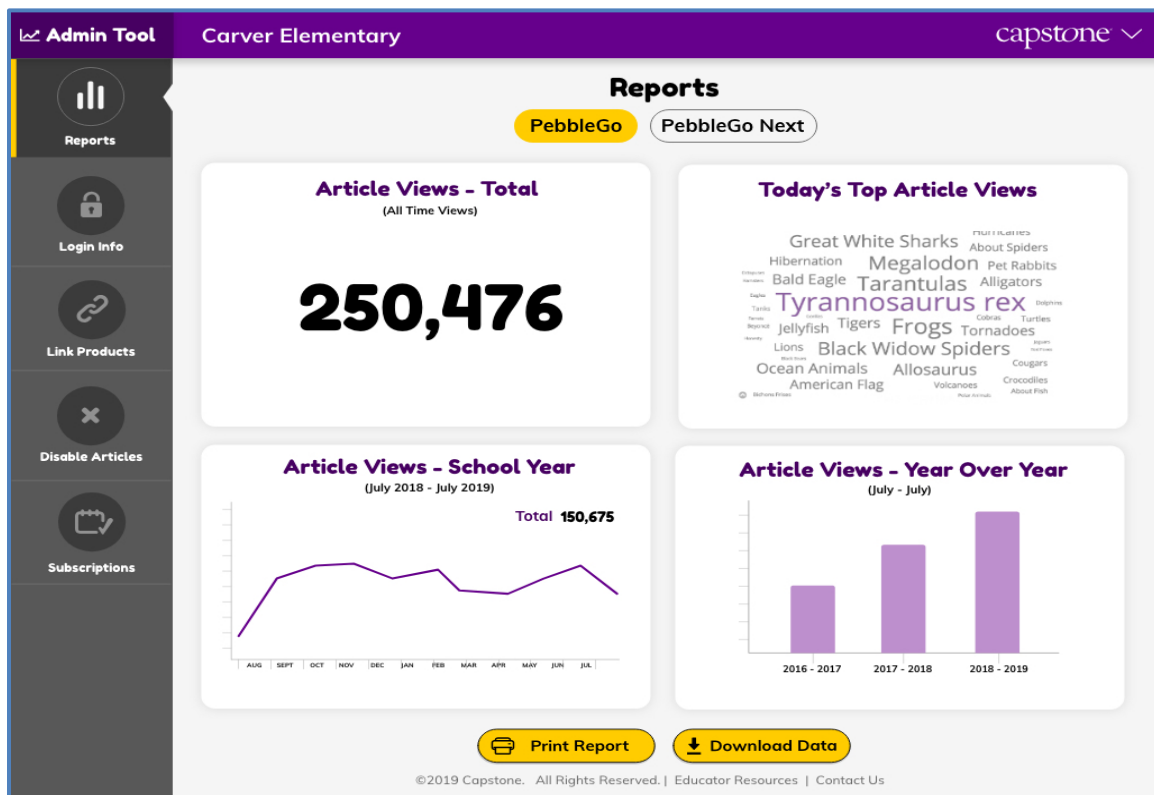


Administration Tools and Reports

The system reports on article view data and top article views of the day. An article view is anytime a user opens an article, whether from the search menu, click through navigation, automated links or related articles.

This data is reported in an up to the minute, heads up dashboard display breaking the data down into four fields:

- **All time article views:** This section displays the total number of article views for your school or district over the lifetime of your subscription. You can also download article usage by month for use in a spreadsheet.
- **Current school year article views (July-July):** This section displays the total number of article views for your school or district for the current school year from July to July for a quick view of usage trends month-by-month.
- **Year over year article views:** This section displays the total number of article views for your school or district year-over-year for the past 3 years.
- **A word cloud of the most viewed articles of the day:** It can be very useful and interesting to see what articles are being visited by your students. Today's Top Articles Views section shows you that information in an easy-to-read word cloud with the most popular articles being the largest. And, you can download the details for further analysis in a spreadsheet format.



At the district level:

District Administrators can view aggregate district data in the heads-up dashboard display in the four fields defined above. There is functionality to easily print the report and/or save as a PDF. Users can also download the data and view in a spreadsheet to view school specific information.

At the school level:

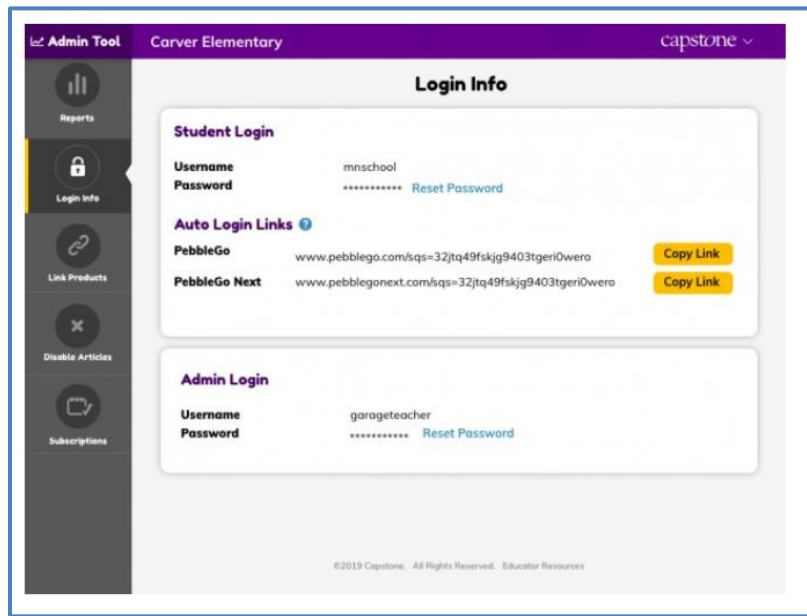
Building Administrators can view aggregate building data in the heads-up dashboard display in the four fields defined above. There is functionality to easily print the report and/or save as a PDF. Users can also download the data and view in a spreadsheet with their building specific information. Student PPI is not collected.

At the student level:

This product does not collect any individual student data or display any data to students.

Login Information

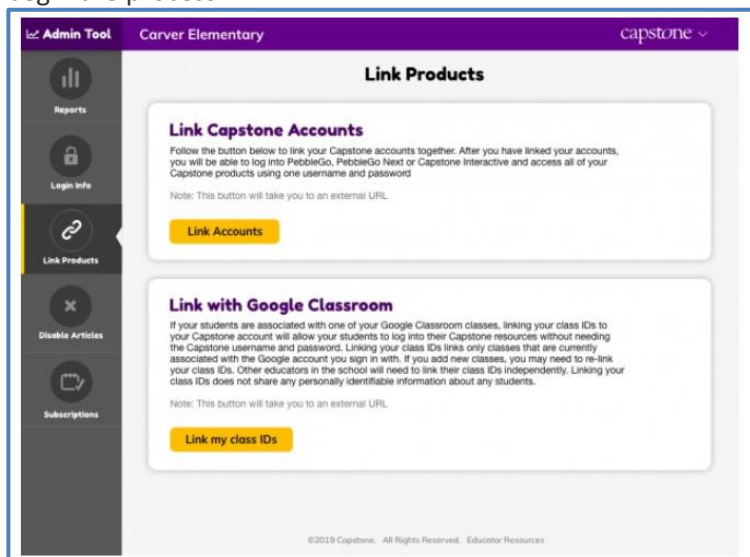
Easily change user passwords to access PebbleGo & PebbleGo Next or copy the referral URL for use within the school. Anytime you change your password, the referral URL also will change, so this isn't something you'll want to do lightly! The referral URL includes a special and unique string at the end of the website URL – this string will automatically log whoever clicks on it into PebbleGo or PebbleGo Next! If you plan on using the referral URL:



- Copy the entire referral URL by clicking the "Copy Link" button.
- Only provide the referral URL on computers and webpages that students need to login to access. The rule of thumb here is that if anyone on the Internet can click and get access to PebbleGo, then you cannot use the referral URL.

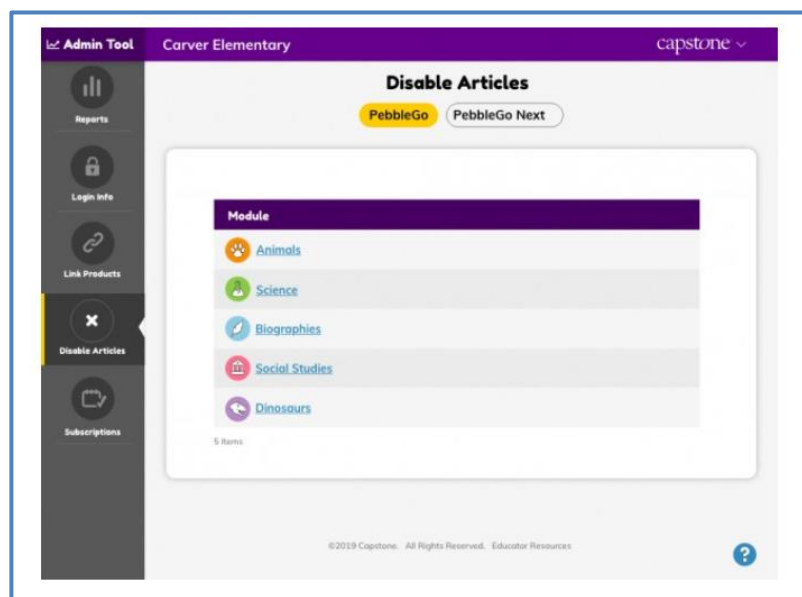
Link Accounts

If you have multiple Capstone accounts (PebbleGo, PebbleGo Next, Capstone Interactive), it is simple to link them and streamline the process by having one username and password to access them all. Click “Link Accounts” to begin the process.



If your school uses Google Classroom, linking your PebbleGo/Capstone account will allow your students to access Capstone resources with their appropriate Google Classroom IDs. Click “Link Accounts” to begin the process.

Disable Articles



PebbleGo & PebbleGo Next include functionality to Disable (hide) and Enable (un-hide) individual articles or categories for your students. When a category or article has been disabled, students will not be able to search for or find that article or category's articles within the module structure. If you need additional help with disabling articles, click the green button at the bottom of the screen that reads, "Disable Article Help."

Subscriptions

The subscription area shows you when your PebbleGo subscription was activated, and when it will expire. It now also includes a simple way to learn more about other add-ons to enhance your PebbleGo subscription.

