Order Form for ACT High School Electronic Score Reporting

September 2016–August 2017

Check to Order	Item	Description	Price
☐	**ACT High School Monthly Electronic Score Reporting** Current Academic Year	Monthly score reporting on encrypted CD-ROM (See ACT Electronic Student Record Description for information on file format.)	$250.00 annual fee
☐	**District Setup Fee** Applies to districts with multiple high schools only. Please include a list of your schools and their codes with this order form.	**One-time** startup fee for monthly reporting on CD-ROM (Does not include the annual fee for monthly service.)	$150.00 annual fee
☐	**ACT High School Cumulative Electronic Score Reporting** Prior Academic Year(s)	Full-year score reporting on encrypted CD-ROM for students who authorized reporting to your school for academic year(s) (select): ☐ 2013–14 ☐ 2014–15 ☐ 2015–16	$300.00 per academic year

Signature Required—Complete the identifying information below, then read and sign the statement. By signing and submitting this order form, the Customer's authorized representative hereby indicates the Customer's agreement to the ACT Score Reporting Terms and Conditions provided on the second page of this form.

Contact Name (type or print) | Title | Telephone Number

Signature | Date | Email

Ship to: (type or print; all fields required)

Name

Title

ACT Code

Institution

Address (Do not use PO Box number.)

City | State | ZIP

Telephone (Include area code and extension.)

Email

Mail invoice to: (type or print; only required if different from Ship to)

Name

Title

ACT Code

Institution

Address (Do not use PO Box number.)

City | State | ZIP

Telephone (Include area code and extension.)

Email

Forward completed form to: **HS.Reporting@act.org**

ACT
PO Box 168
Iowa City, IA 52243-0168

Email: HS.Reporting@act.org
Phone: 319.337.1365

If a purchase order is necessary for ACT to bill you, provide the purchase order number below.

Purchase Order # _____

ACT SCORE REPORTING TERMS AND CONDITIONS

1. Definitions. As used in this Agreement, the following terms shall mean:
   i. "ACT" means ACT, Inc.
   ii. "TCs" means these ACT Score Reporting Terms and Conditions.
   iii. "Agreement" means the Order Form, these TCs, and any exhibits thereto.
   iv. "Customer" means the party named in the attached Order Form.
   v. "Data File" means the data file described in the attached Order Form.
   vi. "Order Form" means the order form attached hereto.

2. Term. The term of this Agreement shall begin on the date first written above and end on August 31, 2017, subject to earlier termination, as set forth in Paragraph 11 of these TCs.

3. Confidentiality of Data File. Subject to these TCs, ACT agrees to disclose the Data File to Customer for its internal and reporting purposes, as well as to populate any Customer-owned longitudinal database (the "Authorized Purpose"). The Data File is confidential information. Customer agrees to (a) use the Data File only for the Authorized Purpose, (b) except as permitted in this Paragraph 3, not disclose the Data File to any other person or entity, (c) maintain appropriate administrative, physical, and technical security procedures and safeguards to protect the Data File, (d) protect the Data File using the same standard of care it uses to protect its own confidential information, but not less than a reasonable degree of care, and (e) ensure that the Data File is stored, used, and destroyed in compliance with all applicable laws, regulations, and rules. If applicable, Customer may share the Data File with districts and schools under its jurisdiction, subject to applicable law.

4. ACT Responsibilities. ACT will provide the Data File on the schedule set forth in the Order Form.

5. Customer Responsibilities. Regardless of whether or not Customer is covered by state breach notification law(s), Customer shall provide notice at its cost to affected individuals in the event of an information security breach involving the Data File, in accordance with applicable laws.

6. Unofficial Scores. Customer acknowledges and agrees that ACT score records received through this service are not official ACT reportable scores and may not be reported to third parties. Customer may include scores on student transcripts only with affirmative written permission from a parent or guardian, or a student age 18 or older, and such score must be designated as unofficial.

7. Compensation. Customer will pay ACT the compensation set forth in the Order Form. Payment is due 30 days from the date of invoice.

8. Representations and Warranties of Customer. Customer represents and warrants that it will comply with all applicable laws, regulations and rules in the use, storage, disclosure, and handling of the Data File. Customer represents and warrants that (a) it has the requisite authority to enter into this Agreement; and (b) the individual(s) signing the Order Form on behalf of Customer is authorized to bind Customer to this Agreement.

9. Warranty Disclaimer. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, ACT PROVIDES THE DATA "AS IS." ACT EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE.

10. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, (A) ACT'S LIABILITY FOR CLAIMS, LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT THE CUSTOMER HAS PAID ACT UNDER THIS AGREEMENT, AND (B) IN NO EVENT SHALL ACT BE LIABLE TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

11. Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party. Upon expiration or termination of this Agreement, the provisions of Paragraphs 3, 6, 8, 9, 10, and 11 shall survive.

12. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

13. Assignment. Neither party may assign nor transfer its obligations or interest in this Agreement without the express written agreement of the other party. Subject to the above restrictions on assignment and transfer, this Agreement shall be binding upon the successors and assigns of the parties hereto.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereunder and supersedes all other prior agreements and understandings, both written and oral. The terms and conditions contained in this Agreement are the only conditions applying to the transaction. ACT expressly objects to and rejects any different or additional terms included in the Customer's request for proposal, quotation, purchase order, acknowledgment form, or other documents that purport to bind the parties.

15. Notices. All notices shall be sent to ACT at the following address: ACT, Inc. 500 ACT Drive, P.O. Box 168, Iowa City, Iowa 52243-0168, Attention: CFO. All notices shall be sent to Customer at the address set forth in the Order Form.

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