

2008 CriterionSM Online Writing Evaluation Service, Order Form

Date ____/____/____

 New Customer

Payment Information

Please print or type and complete all blanks. In "Charge To" section, indicate address where your credit card statement is sent to (if different from "Ship To" address).

Charge my credit card:

 Visa MasterCard American Express Diners Club Discover

Card Number _____

Expiration Date _____

Authorized Signature _____

Purchase Order Number _____

Payment enclosed \$ _____

Exempt from state sales tax. (Please attach copy of certificate)

Cert. no. _____

Cert. Expiration Date _____

Choose One: Test Purchaser Qualification Form attached Test Purchaser Qualification Form on file at Riverside

Note: Orders from first time purchasers require a Test Purchaser Qualification Form and must be accompanied by a check or credit card number.

Charge to:

Name _____

Position _____

Organization _____

Billing Address _____

City _____ State _____ Zip _____

Phone: (____) _____ Fax: (____) _____

E-mail address _____

Contact Information:

Name _____

Position _____

Organization _____

Billing Address _____

City _____ State _____ Zip _____

Phone: (____) _____ Fax: (____) _____

E-mail address _____

Administrator/Facilitator (for District)

Criterion Administrator/Local Site Facilitator (required)

Name _____

Service Start Date (required) _____

Phone _____

Service Stop Date (required) _____

E-mail _____

The Administrator manages the Criterion account, receives and disseminates Criterion information from ETS and provides information to ETS as needed to support the account.



Continued, next page



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Attention Customer Service 800-323-9540 or Fax 866-797-9822

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Prices are valid until December 31, 2008 and are subject to change without notice.

Per Student Subscription – Unlimited Use

Number of Students	Price Per Student	Code Number	Number of Students to Subscribe	Total Price
1-1000	\$12.00	1083797	_____ x \$12.00 =	_____
1001-5000	\$11.00	1083798	_____ x \$11.00 =	_____
5001-10,000	\$10.00	1083799	_____ x \$10.00 =	_____
10,001-40,000	\$9.00	1083800	_____ x \$ 9.00 =	_____
40,001+	\$8.00	1083802	_____ x \$ 8.00 =	_____

Initial Training	Code Number	Quantity	Catalog Price	Total Price
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**Criterion Initial Training Session – “Getting Started”
(required for new customers)**

All new Criterion users are required to purchase at least one session of initial online training which takes users through all basic aspects of Criterion functionality. This 90 minute session provides hands-on training for a maximum of five participants at a single location. An additional five observers may be present. Multiple sessions may be purchased for a greater number of teachers (five in each session) or for separate training sites.

1083832	_____	\$300.00	_____
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Training	Code Number	Quantity	Catalog Price	Total Price
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The following online training modules are intended for instructors who are already using the Criterion service in their classrooms and have completed their initial training. These should be scheduled a minimum of 4-6 weeks after the Initial “Getting Started” Training has been completed. Later sessions can be scheduled at any time. All online sessions are 90 minutes in length.

An In Depth Look at Criterion Functionality

This session provides a more intensive examination of all aspects of Criterion functionality: including exporting and archiving information, instructor feedback (pop-up notes, building a comments library, instructor/student dialog within the system), Writer’s Handbooks, the Resources tab, Help, and e-mail features. Instructors will be encouraged to share different ways of using the Criterion service in their classrooms.

1083833	_____	\$300.00	_____
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Developing Effective Topics for Your Students

This session assists instructors in developing their own topics based on ETS models, choosing and editing topics from the Topics Library and other public domain sources, changing the level at which individual topics are scored. Instructors will have an opportunity to create and critique topics they develop during the session.

1083834	_____	\$300.00	_____
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Using Reports and Feedback to Drive Instruction

This session helps instructors learn to use the Criterion reports and trait feedback to inform teaching and learning. Instructors will be given the opportunity to present examples from their own students to examine how the reports and feedback can be used most effectively.

1083835	_____	\$300.00	_____
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Subtotal for this page _____



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Training Topics cont.

Training	Code Number	Quantity	Catalog Price	Total Price
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The following online training modules are intended for instructors who are already using the Criterion service in their classrooms and have completed their initial training. These should be scheduled a minimum of 4-6 weeks after the Initial "Getting Started" Training has been completed. Later sessions can be scheduled at any time. All online sessions are 90 minutes in length.

Using the Planning and Revision Tools

This session focuses on using the two essential features designed to improve student writing: the <Make a Plan> feature, which allows use of the eight Criterion planning templates to help students plan before they write; and the revising feature, which uses the split screen with Criterion trait feedback and instructor-generated comments to help students revise their writing. Discussion will incorporate examples taken from the instructors' own students.

1083836	_____	\$300.00	_____
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Special Administration Training: Importing District Data and Exporting Criterion Data to Create Your Own Reports

This special training is primarily for the purpose of guiding administrators through the process of using district data from their SIS in order to import students directly into the Criterion system. The training will also cover how to export data from the Criterion system in order to create customized reports in their own data management systems.

1083837	_____	\$300.00	_____
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Local Administrator Training (for multi-school Criterion clients)

This session is intended for local administrators at the district level who will be responsible for oversight of the Criterion Online Writing Evaluation service. Emphasis will be placed on how to register and function as an administrator, how to access and evaluate Criterion reports at the district and school levels, and how to create administrator assignments for use in district-wide evaluation.

1098490	_____	\$300.00	_____
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NOTE: A cancellation fee of \$300 will be charged for any training session that is not cancelled more than 72 hours before the scheduled start time.

Preferred Initial Training Date(s) and Time(s)	
We will do our best to accommodate your choice.	
Preferred Dates(s)	_____

Preferred Times(s)	_____

Subtotal for this page	_____
Subtotal from previous pages	_____
Complete Order Total*	_____

***ORDER TOTAL (Minimum order \$1,000.00).**
Training is counted as part of minimum.

Ordering Details

1. Complete and sign order form. By signing this form, I am agreeing to all terms and conditions of the Subscriber Agreement.
2. Fax completed order form and purchase order to (866) 797-9822 or send to Riverside Publishing, Attention Customer Service, 3800 Golf Road, Suite 100, Rolling Meadows, IL 60008. For general questions and billing inquiries, call Riverside Publishing Customer Service at 1-800-323-9540.

Signature _____ Date _____

Print Name _____



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**Need Technical Assistance,
call ETS (877) 909-6442 or email
CriterionSupport@ets.org**

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SUBSCRIBER AGREEMENT Terms and Conditions of Use

The *Criterion*SM Online Writing Evaluation service (the "Service") is ETS's Web-based instructional tool that evaluates students' essay writing skills. Students may write essays on a variety of topics and receive diagnostic trait feedback and a holistic score in real time. Users may access the Service through Internet connection (from the classroom, home, or wherever there is a suitable Internet connection). **Automated scoring and feedback should be considered as one piece of evidence about a student's writing ability to inform instruction. When Criterion data is being used for an important decision about a student's performance, instructors should review and evaluate the essay as well as additional relevant information to ensure that the conclusion is appropriate.**

Upon completion of the attached Order Form, and payment to Houghton Mifflin Harcourt ("HMH"), an ETS-authorized distributor of *Criterion*, Subscriber hereby agrees to be legally bound by the terms and conditions of this Agreement.

- Definitions.** As used in this Subscriber Agreement, the following terms shall have the meanings set forth below:
 - "Agreement" means this Subscriber Agreement and the Order Form.
 - "Order Form" means the order form attached to this Agreement that includes pricing and subscription information regarding Subscriber's purchase of the Service and associated training.
 - "Subscriber" means the HMH authorized purchaser of the Service who has agreed to be bound to the terms and conditions of this Agreement by signing the order form in the required field.
 - "Users" means individual humans who are authorized by Subscriber to use the Service.
- Upon payment and execution of this Agreement, ETS grants to Subscriber, a limited, non-exclusive, revocable license to permit Users access to the Service pursuant to the terms and conditions hereunder.
- Subscriber will provide, or shall require its Users to provide, or have access to, the computer and systems configurations specified in the current *Criterion* version's "System Requirements" PDF document found in the News link on the *Criterion* Welcome page <http://criterion.ets.org> and a continuous Internet connection while an essay is being submitted for scoring.
- Subscriber will designate an administrator/local site facilitator on the order form to serve as the primary contact person regarding the use of the Service (the "Administrator"). This Administrator will:
 - Disseminate information to Users regarding access to and use of the Service;
 - Provide subscription information, if applicable (for example, where Users are located or assigned) to ETS; and
 - Provide required account information to the ETS Account Manager and/or *Criterion* Customer Support.
- Subscriber will have a *Criterion* account established with ETS, whereby Users, each identified by a required unique user name and password are able to log in to the Service, either through Subscriber's facilities or other sites where the Internet can be accessed. In addition, Subscriber hereby grants ETS and its duly authorized licensees permission, to the extent that it may be required, to use the district, school or institution name in marketing and promotional materials.
- ETS will provide automated trait feedback and essay scoring services through its *e-rate*[®] scoring engine for essays written on standard topics selected by Subscriber from the *Criterion* Topics Library or on topics created by instructors. Students can either type their essays while online or develop their essays offline in a standard commercial word processing package and then copy and paste the essay into the *Criterion* website for feedback and scoring. The Service will be available to Users on a continuous (7 x 24) basis, *subject to reasonable down time*, for the duration of the term of this Agreement. ETS will use commercially reasonable efforts to process essays for the *Criterion* service to return trait feedback and scores in real time. If Internet traffic or systems limitations preclude the return of a score in real time, a message will be returned to the sender indicating that the essay could not be scored, and providing a system error code. ETS will then permit re-submission of the essay. Users are strongly encouraged to use the <Save> functionality often to prevent inadvertent loss of essay text. Subscriber is solely responsible for configuring its computer systems so that they interface properly with the Service.
- ETS will maintain and provide Subscriber with access to essay and score data for the subscriber's current contract period [typically twelve (12) months] unless limited by special promotions and limited account access based on special pricing. It is the Subscriber's responsibility, if they wish, to preserve any essay and score data for their users from previous contract periods or for archive purposes in a timely manner.
- ETS will provide a user manual and associated guides, in electronic format available from the *Criterion* Resource tab after login, containing information on *Criterion* functionality.
- ETS will monitor the number of essays scored by Subscriber's Users, or number of user registrations during the subscription period and notify the Subscriber when the number of remaining unused submissions/users reaches a low level of those purchased by Subscriber. NOTICE: Regardless of when this Agreement expires, if Subscriber has used up all of the essay submission slots or student registrations it has purchased, the Service will automatically be rendered unavailable to additional students/essay submissions.
- Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.
- Subscriber shall be solely responsible for whom it permits to be Users of the Service and Subscriber agrees that it shall be responsible and liable for all Users of the Service. Subscriber understands and agrees that the Service may not be used for any other purpose, or be provided to any other party, than as described herein (including the Order Form). Except as expressly permitted by this Agreement, **SUBSCRIBER MAY NOT RESELL, LICENSE, ASSIGN OR OTHERWISE TRANSFER THIS SUBSCRIPTION AGREEMENT OR ITS RIGHTS OR OBLIGATIONS HEREUNDER TO ANY PERSON OR ENTITY.** Subscriber shall indemnify and hold ETS and its duly authorized licensees harmless from any and all claims arising out of the use of the Service or use of the score or feedback to determine placement of, or grades for, students.
- Subscriber agrees that the privacy of User information, essays, and score data is the sole responsibility of Subscriber and its Users. User names, user identification, passwords, essays, and score/essay data are maintained by ETS on a secure server. ETS does not share User or Subscriber information with anyone (except its duly authorized licensees, and only as required to provide *Criterion* and related services to Subscriber) and: (a) with respect to the User or others the user may specify, the particular User's own information only; and (b) with respect to Subscriber, Subscriber's own information and the information regarding its Users. The Subscriber acknowledges that prior to using the *Criterion* service, said Subscriber is obligated to obtain any written parental consent that may be required in accordance with COPPA, Section 6502. Notwithstanding the foregoing, ETS alone shall retain the right to use any non-personally identifiable information collected as a result of the Service for research and development purposes.
- ETS shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the *Criterion*SM Online Writing Evaluation Service, *e-rate*[®] software including the *Critique*SM Writing Analysis Tools, the ETS essay topics, scoring guides, manuals, resources, as well as any other ETS materials, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under this Agreement.

Continued, next page

SUBSCRIBER AGREEMENT Terms and Conditions of Use cont.

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14. During the term of this Agreement, the parties may have access to information that is confidential and proprietary to the other party. Confidential and proprietary information may include, but not be limited to, any information marked, labeled or identified as "Proprietary and Confidential"; any proprietary or unpublished technologies, methodologies, software programs, algorithms, or product concepts; inventions, enhancements, improvements thereto, client or customer lists; any student or candidate testing or demographic data, and test materials. Each party shall keep confidential the confidential information of the other party. Neither party shall use or disclose such information in any way other than that intended by the disclosing party or as otherwise permitted under this Agreement.
15. This Agreement is effective as of the date indicated on the Order Form and shall remain in effect for the time period selected by the Subscriber as indicated on the Order Form, usually up to twelve (12) consecutive months, ending on the last business day of the final month of the selected period. ETS and/or its duly authorized licensees may terminate this Agreement by providing Subscriber with written notice in the event that Subscriber fails to pay the fees which are due and payable, fails to abide by the restrictions on the use and disclosure of the Service, or breaches any other term or condition of this Agreement. Subscriber may terminate this agreement by providing sixty (60) days written notice to ETS or HMH. Fees paid are not refundable.
16. Terms are net 30 days. *Criterion* Service scoring fees must be prepaid for the number of submissions/users ordered as indicated on the Order Form. Any unused submissions/users at the end of the subscription period will be forfeited. The number of submissions/users ordered may be increased at any time during the subscription period at the request of the Subscriber. The increased submission/user order will be added to the total number of current submissions/uses. The subscription period will not be extended with the addition of submissions/users to an existing contract. Additional submissions/users will be calculated at the prevailing contract rate. If the submission/user unit cost decreases, the lower unit cost will be calculated on the additional submissions/users only. All fees are payable in full within thirty (30) days of the date of invoice. During the initial term of the license, subscription fees shall not change unless configuration of the Service changes. Renewal rates shall be subject to HMH's rates then in effect for the Service. Training fees are non-refundable.
17. Limitation of Liability
- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND DOCUMENTATION PROVIDED HEREUNDER ARE PROVIDED TO SUBSCRIBER "AS-IS". ETS AND ITS DULY AUTHORIZED LICENSEES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, NON- INFRINGEMENT, TITLE, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- b. IN NO EVENT WILL THE LIABILITY OF ETS OR ITS DULY AUTHORIZED LICENSEES, IN THE AGGREGATE, FOR DAMAGES ARISING OUT OF THE USE OF THE SERVICES AND DOCUMENTATION OR ARISING UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY EXCEED THE AMOUNT OF FEES PAID BY SUBSCRIBER OR USER FOR THE SERVICES AS TO WHICH THE LIABILITY RELATES. NEITHER ETS NOR ITS DULY AUTHORIZED LICENSEES SHALL HAVE LIABILITY FOR DAMAGES ARISING OUT OF THE USE OF CRITERION, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO SUBSCRIBER, USER OR ANY OTHER PERSON OR ENTITY.
- c. NEITHER ETS NOR ITS DULY AUTHORIZED LICENSEES CERTIFY PARTICIPANTS IN CRITERION TRAINING SESSIONS (THE "TRAINING") AS OFFICIAL TRAINERS UPON COMPLETION OF THE TRAINING. THESE TRAINING SESSIONS, PRESENTED BY AN ETS CERTIFIED *CRITERION* TRAINER, ARE DESIGNED TO PRESENT INSTRUCTIONAL INFORMATION THAT PARTICIPANTS MAY WANT TO SHARE WITH OTHER *CRITERION* USERS IN THEIR SCHOOL/DISTRICT. IT IS THE DISTRICT'S SOLE RESPONSIBILITY TO SCREEN AND EXAMINE DISTRICT PARTICIPANTS PRIOR TO ALLOWING ANY PARTICIPANT TO "TRAIN" OTHER *CRITERION* USERS IN THEIR DISTRICT. ETS AND ITS DULY AUTHORIZED DISTRIBUTORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, AND ASSUME NO RESPONSIBILITY OR LIABILITY TO SCHOOL, DISTRICT, PARTICIPANT OR ANY OTHER PERSON OR THIRD PARTY WITH REGARD TO THE EFFECTIVENESS OF THE TRAINING SESSIONS, THE MATERIALS PROVIDED TO PARTICIPANT DURING THE TRAINING, PARTICIPANT'S KNOWLEDGE REGARDING *CRITERION* UPON COMPLETING THE TRAINING, AND THE PARTICIPANT'S ABILITY TO TRAIN *CRITERION* USERS.
18. Force Majeure. ETS and its duly authorized licensees shall be excused from performance hereunder during any period and to the extent that they are prevented from performing any obligation pursuant thereto, in whole or in part, as a result of delays caused by ETS or any cause beyond their control, including without limitation interruption or failure of telecommunications or digital transmission links to Internet slow downs or failures and computer hacking. Such nonperformance shall not be a default hereunder or a ground for termination hereof.
19. All payments to be made under the terms and conditions of the Agreement are exclusive of any Value-Added Tax (VAT) or similar taxes. If Subscriber receives supplies from HMH in the course of its business, Subscriber agrees to provide HMH with a VAT Registration Number within ten (10) days of the execution of this agreement and Subscriber is responsible for Value Added Tax or any other applicable taxes that may be due. If the tax authorities later inform HMH that Subscriber has received supplies in a non-business capacity, HMH reserves the right to collect VAT plus any interest and penalties from Subscriber in addition to the contract price. If Subscriber fails to provide HMH with a valid VAT Registration Number, HMH reserves the right to increase the contract price by the amount of VAT and to collect same from Subscriber.
20. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the state laws of New Jersey, U.S.A.
21. This Agreement and the Order Form constitute the entire agreement and understanding between ETS and Subscriber concerning the subject matter hereof. Subscriber understands that Houghton Mifflin Harcourt is a duly authorized licensee of ETS and a third party beneficiary under this Criterion Subscriber Agreement. Any preprinted terms and conditions on Subscriber's purchase orders shall not amend or supplement this Agreement and shall be of no force or effect. Any modification or amendment to this Agreement shall not be binding unless it is in writing and signed by ETS and Subscriber. If any of the provisions of this Agreement are found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable.



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