Riverside Assessments, LLC dba Riverside Insights
Terms of Use
LAST UPDATED: May 1, 2025

Riverside Assessments, LLC dba Riverside Insights ("Riverside," "We," "Us," or "Our") provides assessments (collectively, the "Products") and related assessment management features via Our web-based platforms, including Riverside Score®, Riverside DataManagerTM, the WJ IV Interpretation and Instructional Interventions ProgramTM (WIIIP®), BDI-2® DataManager, and BDI-3® Mobile Data Solution (collectively, the "Platforms" and, together with the Products, the "Services").

These Terms of Use (the "Terms" or "Terms of Use") constitute a legal agreement between you, either as an individual or as an authorized representative on behalf of an organization, such as a school district, educational authority, university, clinic, hospital, or healthcare system ("You" or "Your"), and Riverside, relating to Your use of Riverside's Services. Please note that different or additional terms may apply regarding Your access to and use of the Services if agreed to in writing between You and Riverside. If You are a user of the District version of easyCBM® ("easyCBM"), please refer to the easyCBM Subscriber Agreement included in Your easyCBM order form or presented to You at the time You completed Your order for easyCBM ("Subscriber Agreement"). The Subscriber Agreement contains the terms and conditions applicable to Your use of easyCBM.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, USING, OR DISPLAYING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN RIVERSIDE'S ASSESSMENT PRIVACY POLICY (THE "PRIVACY POLICY"). DO NOT ACCESS, USE, OR DISPLAY THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS AND THE PRIVACY POLICY.

1.Definitions

"**COPPA**" means the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6505, and the regulations promulgated thereunder, each as amended.

"DFARS" means the Department of Defense FAR Supplement, codified at 48 C.F.R. Parts 200-299.

"Effective Date" means the earlier of (i) the date You accept these Terms of Use (electronically or otherwise) or (ii) the date You first begin to use the Services.

"FAR" means the Federal Acquisition Regulation, codified at 48 C.F.R. Parts 1-52.

"FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the regulations promulgated thereunder, each as amended.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, and the regulations promulgated thereunder, each as amended.

"Term" means the term during which these Terms of Use are in effect, which will begin on the Effective Date and continue for as long as You have access to the Services, subject to the termination and survival provisions of Section 11 (Term and Termination).

2.Access to Licensed Services

Subject to Your compliance with these Terms of Use and any accompanying user documentation, Riverside grants You a personal, limited, nontransferable, nonsublicensable, nonexclusive license to access and use the applicable Services during the Term. Riverside reserves the right, upon prior written notice to You, to discontinue versions of the Services. If a Service is discontinued, Riverside will notify You about whether a new version of such Service is available, and, if such version is available, You will be required to license the latest version of such Service in order to maintain access.

3.Access to the Platform

1.**Required Computing Resources**

Use of the Services requires, at a minimum, computing resources needed to access and browse the internet. Such computing resources may include, as specified in applicable user documentation: (i) a personal computer and/or mobile device; (ii) software, including browser software and operating system software; and (iii) other specified client-side computing resources (collectively, "Client-Side Computing Resources"). You are responsible for ensuring that You (a) have access to requisite Client-Side Computing Resources and (b) are sufficiently familiar with and trained regarding such Client-Side Computing Resources.

Riverside does not guarantee that the Services will operate with Your specific Client-Side Computing Resources. You are advised to carefully review each Service's minimum system requirements to ensure compatibility.

1.**Enrollment Responsibilities**

Depending on the specific Services You are using and Your role with respect to such Services, You may need to select the users who will have access to the Services and prepare the necessary files to import or manually enroll such users, employing features provided in the Services. For some Services, We may limit the number of users per subscription license.

1.**Use of Passwords**

Once enrolled, You will have the opportunity to create a password for Your assigned username ("Login Credentials"). All account users should have their own Login Credentials. Riverside will treat anyone who uses Your Login Credentials as You. Riverside will not be responsible for Your sharing or other misuse of Login Credentials, and Riverside will hold You responsible for the activities of a person using Your Login Credentials. You agree to maintain Your Login Credentials in confidence and to notify Riverside immediately if You know or suspect that someone is using Your Login Credentials in an inappropriate manner.

4.Riverside's Intellectual Property

Riverside's Services, including derived scaled scores based on the number of questions answered correctly for a given assessment ("Score Conversions"), reports of assessment results ("Reports"), and all related designs, layouts, appearances, and graphics therein, as well as the copyrights, trademarks, service marks, wordmarks, and logos contained within each of the foregoing, embody intellectual property rights owned by Riverside (or its licensors), including any rights under patent law, copyright law, trade secret law, and trademark law ("Riverside Intellectual Property"). All rights not expressly granted herein are reserved to Riverside or its licensors, as applicable.

5.Test Security; Use of Reports

Confidentiality is critical to the integrity, validity, and fairness of the testing process. Riverside restricts distribution of certain Products to qualified institutions and examiners. Under the *Standards for Educational and Psychological Testing* (2014) ("SEPT"), published by the American Educational Research Association, American Psychological Association, and National Council on Measurement in Education, educators and psychologists have a duty to protect the integrity of secured tests by maintaining the confidentiality of test questions and answers. Widespread dissemination of test protocols, which include substantial portions of the actual test items, would inevitably undermine this process. For this reason, Services are distributed only to recipients who agree to take appropriate steps to protect the confidentiality of the Services. Providing unauthorized third parties, including organizations or individuals providing test preparation or tutoring services, access to these Services; notetaking by non-professionals during test administrations; and the audio or video recording of test administrations without Riverside's prior written authorization would each compromise test security and violate these Terms of Use. Such actions may result in the termination of Your rights to access and use the Services, as determined in Riverside's sole discretion.

You must use the Services in accordance with these Terms of Use and applicable federal, state, and local laws and regulations. You understand and agree that the Services are meant to be used as tools to support Your assessment process and are not intended or designed to replace Your professional judgment. You assume all responsibility for the use or misuse of the Services. You must use the Services in accordance with Riverside's Test Disclosure Policy and the SEPT (collectively, the "Policies and Standards").

6.Grant of Rights in Submitted Data and Feedback; Storage

By providing information to Riverside directly through Your use of the Services, including information about students/examinees and account usage data ("Submitted Data"), You grant Riverside a royalty-free, nonexclusive, transferable, sublicensable, worldwide license to use the Submitted Data for all purposes contemplated under these Terms of Use as well as any user documentation. You acknowledge and agree that Riverside may use or disclose Submitted Data to provide maintenance and support for the Services and for communications relevant to Your use of the Services, such as product updates, planned outages, maintaining sufficient licenses, and renewals. Riverside does not claim ownership in Submitted Data and retains only those rights in Submitted Data reasonably necessary or otherwise required to provide the Services and as otherwise contemplated under these Terms of Use and any user documentation. Submitted Data that Riverside receives from You is subject to Section 14 (Riverside's Use of Submitted Data and Feedback; De-Identified Information) regarding use of de-identified data and the Privacy Policy.

In addition to the license You grant Us with respect to the Submitted Data, You grant Riverside a nonexclusive, worldwide, perpetual, royalty-free, irrevocable right to use, disclose, reproduce, modify, license, transfer, and otherwise distribute any comments, ideas, and suggestions for improvements or developments related to or associated with the Services that You provide ("Feedback") in any manner without compensation to You. Please do not submit Feedback if You do not wish to grant Us the rights set forth in this Section.

By providing Submitted Data and/or Feedback, You represent and warrant that You own such Submitted Data and/or Feedback (including intellectual property rights therein), or that You have obtained sufficient authority and right to the Submitted Data and/or Feedback in order to grant the rights to Riverside contemplated under these Terms of Use and any user documentation.

YOU ARE ADVISED TO EXPORT AND SAFEGUARD SUBMITTED DATA AND BACK UP IMPORTANT INFORMATION FREQUENTLY. If You choose to provide Submitted Data to Riverside via the Services, Riverside will periodically back up the Submitted Data and will take reasonable steps to securely store said backups. Notwithstanding anything to the contrary, You hereby release Riverside from any claim or liability relating to any failure in Riverside's database system and backup practices.

After expiration of the Term, Riverside will return or delete Submitted Data, in whole or in part, promptly after receiving written request and instruction from You or Your authorized designee, unless retention is necessary in Riverside's determination to provide other services to You; fulfill any other obligation it may owe You; or comply with applicable laws, regulations, court orders, or other legal processes. Riverside will retain all data that is not returned or deleted pursuant to the foregoing process in accordance with its standard records retention policy.

Notwithstanding anything in this Section, Riverside may retain Submitted Data in accordance with its backup or other disaster recovery policies and procedures. You acknowledge and agree that backed-up data cannot be recovered following deletion. You unconditionally release, waive, and discharge any right or entitlement, whether by contract, under operation of law, or otherwise, to bring any cause of action or claim against Riverside now or in the future in connection with any data deletion request You make. You assume any and all risk of loss, liability, damage, expenses, or costs that may occur as a result of Your data deletion request.

7.Platform Availability and Errors

Riverside will use commercially reasonable efforts to make the Services available to You without significant interruption. At times the Services may be unavailable due to technical errors or for maintenance and support activities. We do not represent, warrant, or guarantee that the Services will always be available or are completely free of human or technological errors.

If a Service experiences a significant interruption that is not due to scheduled downtime, Riverside will use timely and commercially reasonable efforts to restore required functionality (the "Availability Commitment"). The Availability Commitment does not apply to downtime: (i) due to emergencies; (ii) that Riverside otherwise schedules, for example, to install software updates and patches; (iii) due to Your violation of these Terms; or (iv) due to Your failure to update or upgrade Your Services or the equipment You use to access the Services when suggested by Riverside.

The Services may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We expressly reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. We do not make any representation or warranty concerning errors, omissions, delays, or defects in the Services or any information supplied to You via the Services, or that files available through the Services are free of viruses, worms, Trojan horses, or other code that include or manifest contaminating or destructive characteristics.

You may contact Riverside's technical support team with questions about the Services at the hours listed on our Support Page. In addition to taking reasonable steps to respond to reproducible errors or bugs in the Services commensurate with the severity of the error or bug, technical support may also provide You with information regarding Service availability.

8.Use Restrictions

You agree not to copy, duplicate, publish, distribute, display, modify, create derivative works of, or alter physical or electronic characteristics of the Services. You agree not to dismantle or reverse engineer or clone any part of the Services. You will not grant sublicenses to, assign, transfer, sell, or rent the Services or any sublicenses thereto without Riverside's prior written consent.

Because the Services, including Score Conversions and Reports, are Riverside Intellectual Property and are considered confidential information of Riverside, the Services will not be disclosed by You in response to requests made by third parties unless otherwise required pursuant to applicable law or valid court order, and then only after prior notice is provided to Riverside as well as an opportunity to prevent such disclosure. You agree that You will not otherwise, directly or indirectly, disclose any confidential information of Riverside without Riverside's prior written consent.

Subject to the restrictions in Section 5 (Test Security; Use of Assessment Score Reports), You may print, copy, display, and otherwise distribute Reports, but not any other parts of the Services, provided that such actions comply with Your obligations under the Policies and Standards and are otherwise in compliance with all applicable laws, regulations, and professional standards and obligations. You represent and warrant that You have obtained the necessary permissions from parents/guardians, students/examinees, and other applicable third parties relating to Your use of the Reports. You hereby release Riverside from any claim or liability relating to Your use of the Reports.

Notwithstanding anything to the contrary, You will not under any circumstance import any external content into any Reports or copy, display, or reproduce any test question from the Services without Riverside's prior written consent.

Your use of the Services to generate Reports is based on quantities of student administrations (record forms, answer documents, other consumable test or response booklets, digital administrations, or digital licenses) that You license from Riverside. You are only entitled to assess one student/examinee per record form, answer document, other consumable test or response booklet, digital administration, or digital license; however, multiple different Reports may be generated from a single test administration.

You agree that when using the Services, You will not: (i) introduce into the Services any virus, rogue program, time bomb, drop dead device, ransomware, back door, Trojan horse, worm, or other malicious or destructive code, software routines, denial of service attack, or equipment components designed to permit unauthorized access to the Services; (ii) otherwise harm other users, Riverside Intellectual Property, or any third parties; or (iii) authorize any third parties to perform any of the foregoing actions.

You will not use the Services to commit fraud or conduct other unlawful activities. You will not access or attempt to access any other person's account, personal information, or content without having the requisite permission or authority.

You will not use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information about the Services or any users thereof for any reason.

You will not decrypt, transfer, frame, display, or translate (except translations for limited personal use authorized in writing by Riverside) any part of the Services.

You will not connect to or access any Riverside computer system or network without authorization.

You will not use the information in the Services to create or sell a similar product or service, or use the Services for the purpose of soliciting, selling, or offering services, merchandise, or products.

9.Third Party Websites

The Services may integrate with or provide links to other content, including websites or open education resources, on the Internet that We do not control. This content may provide opinions, recommendations, or other information from various individuals, organizations, or companies. We are not responsible for the nature, quality, or accuracy of such content. Inclusion of any linked content in the Services does not imply or express an approval or endorsement thereof by Us or of any of the opinions, treatments, information, products, or services provided in this content, even if We receive a referral fee in connection with Your use of such third-party content.

Please note that certain third-party websites and applications, including those that use artificial intelligence and large language models (collectively, "AI Tools"), may contain or generate output that resembles or mimics, but is not derived from or otherwise based on, bona fide content and materials from our Services. Riverside is not responsible for such output, and We take precautions designed to prevent our Services from being incorporated into generally available AI Tools.

10.Limited Warranty

Riverside warrants that the Services will not infringe any valid United States copyrights existing at the time the Services are made available to You, provided that this warranty does not extend to any infringement arising out of: (i) the use of the Services in combination with systems, equipment, materials, content, or platforms not supplied by Riverside or any use of the Services outside of the United States; (ii) Your use of the Services in violation of these Terms of Use the user documentation provided by Riverside, or any other agreement between You and Riverside; (iii) Your modification of the Services; (iv) Your failure to install or implement a released upgrade to the Services that would have avoided the infringement; or (v) any Submitted Data or Feedback. If You promptly notify Riverside of any such infringement claim brought by a third party of which You have knowledge or notice, and accord Riverside the right, at its sole option and expense, to handle the defense of the infringement claim, Riverside will defend You against such infringement claim and pay any final judgment or settlement thereof. Notwithstanding the foregoing, Riverside will not indemnify for any infringement claim that arises out of the scenarios set forth in clauses (i)-(v) of this Section. If such an infringement claim arises, or if Riverside becomes aware of the possibility of such a claim, then Riverside may, at its sole discretion (a) acquire the right for You to continue to use the affected Services in accordance with these Terms, (b) furnish You with a non-infringing replacement as soon as commercially possible, or (c) terminate these Terms in whole or in part by refunding any pre-paid, unused fees You paid for use of the Services. The obligations set forth in this Section are Your exclusive remedy and Riverside's sole obligations with respect to any breach of this warranty.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 10 (LIMITED WARRANTY), THE SERVICES ARE PROVIDED "AS IS." RIVERSIDE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RIVERSIDE DOES NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, COMPLETENESS, SECURITY, USEFULNESS, ACCURACY, AVAILABILITY, OR RELIABILITY OF (I) YOUR USE THE SERVICES OR (II) ANY ADVICE YOU GLEAN OR INFER FROM THE SERVICES, WHETHER PROVIDED BY US OR A THIRD PARTY. WE DO NOT

WARRANT (X) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL CODE; (Y) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT; OR (Z) THAT ANY DEFECTS WITH RESPECT TO THE SERVICES WILL BE CORRECTED.

11.Term and Termination

These Terms of Use are effective during the Term, subject to the termination and survival provisions of this Section 11 (Term and Termination).

Either party will have the right to terminate these Terms of Use if the other party breaches any of its obligations thereunder and fails to cure the same within thirty (30) days after receipt of written notice of default, except that there will be no cure period for Your breach of Riverside's rights under Section 4 (Riverside's Intellectual Property); Section 5 (Test Security; Use of Assessment Score Reports), Section 6 (Grant of Rights in Submitted Data and Feedback; Storage), or Section 8 (Use Restrictions). Upon termination of these Terms of Use, any rights You have in the Services will terminate.

The provisions of Section 4 (Riverside's Intellectual Property), Section 5 (Test Security; Use of Assessment Score Reports), Section 6 (Grant of Rights in Submitted Data and Feedback; Storage), Section 8 (Use Restrictions), Section 10 (Limited Warranty), Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 14 (Riverside's Use of Submitted Data and Feedback; De-Identified Information), and Section 19 (General) will survive any expiration or termination of these Terms of Use. Riverside reserves the right to terminate these Terms of Use for convenience by providing You with reasonable notice and thereafter allowing You a reasonable opportunity (not to exceed 30 days) to export a copy of Your Submitted Data.

If these Terms of Use are terminated for any reason, Riverside may make a reasonable effort to grant You access to the Services for not more than thirty (30) days for the sole purpose of exporting Submitted Data (the "Submitted Data Retrieval Period"). Upon conclusion of the Submitted Data Retrieval Period, Riverside may destroy copies of Submitted Data in its possession.

If these Terms of Use expire, retention of Submitted Data will be governed by Section 6 (Grant of Rights in Submitted Data and Feedback; Storage).

12.Indemnification

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD RIVERSIDE HARMLESS AGAINST ALL CLAIMS, ACTIONS, LIABILITIES, LOSSES, DEMANDS, DAMAGES, DEFICIENCIES, JUDGEMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH: (I) YOUR USE OF THE SERVICES COVERED BY THESE TERMS OR (II) YOUR FAILURE TO COMPLY WITH THESE TERMS.

13.Limitation of Liability

RIVERSIDE'S TOTAL AGGREGATE LIABILITY FOR LOSSES OR DAMAGES RELATING TO THESE TERMS OF USE AND/OR THE SERVICES, OR YOUR USE OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WILL IN NO EVENT EXCEED THE GREATER OF: (A) ONE THOUSAND U.S. DOLLARS (USD $1,000.00) OR (B) THE FEES ACTUALLY PAID BY YOU TO RIVERSIDE IN THE 12 MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO THE LIABILITY.

IN NO EVENT WILL RIVERSIDE BE LIABLE TO YOU OR ANY THIRD PARTY, EITHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, ENHANCED, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF FUTURE REVENUE, INCOME OR PROFITS, LOSS OF DATA, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (X) WHETHER SUCH DAMAGES WERE FORESEEABLE, (Y) WHETHER RIVERSIDE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (Z) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

THE LIMITATIONS SPECIFIED IN THIS SECTION 13 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14.Riverside's Use of Submitted Data and Feedback; De-Identified Information

Riverside may, from time to time, anonymize Submitted Data so that it constitutes de-identified Information ("De-Identified Information"). Riverside will only use De-Identified Information in accordance with HIPAA and FERPA and for lawful purposes, including quality assurance, product research and development, publications relevant to our Services and industry, norm development and validation, and other activities to develop, evaluate, improve, and demonstrate the effectiveness of our educational and clinical Services. The De-Identified Information will not directly identify a person but may be linkable to a particular computer, device, operation system, platform, or software instance (via a unique device ID or otherwise) ("Usage Information"). You acknowledge and agree that Riverside will be free to use De-Identified Information, in compliance with HIPAA and FERPA requirements, for the purposes described in these Terms of Use.

15.Protection of Student Personal Information

Please see the Privacy Policy governing Your license of our Services for information about (i) Our practices related to collection, use, and deletion of personal information, including how You can access, review, and update personal information, and (ii) the security measures We have in place designed to safeguard Your information.

16.Applicability of HIPAA

If You are a "Covered Entity" as defined under HIPAA, You and Riverside agree that the Business Associate Addendum will govern HIPAA-related matters (click here to review the Business Associate Addendum). If You are not a Covered Entity, this Section does not apply.

17.Federal Government Terms and Conditions

If You are the United States Government or any agency, subdivision, or instrumentality thereof (the "U.S. Government"), the Services (including any related databases, documentation, technical data, and programmer's tools) delivered to the U.S. Government are "commercial computer software" or "commercial technical data" pursuant to the applicable FAR, DFARS, or other agency-specific supplemental regulations. As such, the use, duplication, disclosure, modification, and adaptation of the Services are subject to these Terms of Use, pursuant to FAR 12.212 (Computer Software) and 12.211 (Technical Data), as applicable. If You are the U.S. Government and subject to the DFARS, then the Services (including any related databases, documentation, technical data, and programmer's tools) is provided subject to DFARS 252.227-7015 (Technical Data—Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), as applicable. Should the Services be deemed to not constitute "commercial computer software" or "commercial technical data," then they will be given to the U.S.

Government with "Limited Rights" or "Restricted Rights" (as defined under DFARS), as applicable. In all cases, these Terms of Use supersede any conflicting terms or conditions in any government order document; provided, any provisions contained herein contrary to applicable mandatory federal laws will be treated as provided in FAR 52.212-4(u).

18.Consent Regarding Students' Personal Information

Please note that FERPA requires parental/guardian consent before a service provider, such as Riverside, is given access to personal information contained in a student's/examinee's educational records. Under FERPA, this parental/guardian consent requirement is met where the service provider acts as a type of "school official" by performing services for the school that would otherwise be performed by the school's own employees. Riverside fulfills FERPA requirements for qualifying as a school official by, among other steps, giving schools direct control with respect to the use and maintenance of the educational records at issue (including associated personal information) and refraining from re-disclosing or using this personal information except for purposes of providing the Services or as required by applicable laws, regulations, court orders, or other legal processes. Riverside will comply with access requests as required by FERPA.

19.General

THESE TERMS WILL BE EXCLUSIVELY GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ~~ILLINOIS~~ Tennessee, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PRINCIPLES OR RULES (WHETHER UNDER THE LAWS OF THE STATE OF ~~ILLINOIS~~ Tennessee OR OF ANY OTHER JURISDICTION) TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF ~~ILLINOIS~~ Tennessee. APPLICATION OF THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY DISCLAIMED. The foregoing choice of law notwithstanding, copyright, trademark, and patent claims are subject only to U.S. Federal law and U.S. Federal court interpretation thereof. You agree that any action at law or in equity arising out of or relating to these Terms of Use will be filed only in the state or federal courts located in the ~~Northern~~ Eastern District of ~~Illinois, Eastern~~ Tennessee ~~Division~~. These Terms will not be assignable by You, either in whole or in part. Riverside reserves the right to assign the rights and obligations under these Terms of Use for any reason and in Riverside's sole discretion. The Privacy Policy must be read in conjunction with these Terms of Use, and the provisions of the Privacy Policy are incorporated herein. These Terms of Use and the Privacy Policy constitute the entire agreement between You and Riverside concerning the Services, Your use thereof, and any related activities, and supersede all discussions, proposals, bids, understandings, agreements, invitations, orders, and other communications, oral or written, on this subject. These Terms may not be waived, amended, or modified in any way without the prior written permission of Riverside. We may revise and update these Terms of Use from time to time and will post the revised terms of use to Our website and may also post links to them on Our Platforms. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THESE TERMS OF USE, ANY CHANGES TO THESE TERMS OF USE WILL APPLY IMMEDIATELY UPON POSTING. We are not obligated to provide You with notice of any changes, and any changes to these Terms of Use will not apply retroactively to events that occurred prior to such changes. Your continued use of the Services will constitute Your agreement to any new provisions within the revised terms of use. You may print a copy of these Terms of Use and the Privacy Policy for Your records. If any one or more provisions of these Terms of Use are found to be illegal or unenforceable, the remaining provisions will be enforced to the maximum extent possible. To the extent any licensed order from You conflicts with or amends these Terms of Use in any way, these Terms of Use, as unmodified, will prevail. To the extent the Privacy Policy conflicts with or amends these Terms of Use in any way, the Privacy Policy will prevail.

Any license granted under these Terms of Use to You must be expressly provided herein, and there will be no licenses or rights implied hereunder, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to You by Riverside are reserved.

Knox County School District	
Name	
Title	
Signature	
Date	

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 6th day of November, 2025 as reflected in its minutes, and certified by its Chairperson.

_____

Kristi Kristy, Chair

Date: _____

KNOX COUNTY GOVERNMENT

_____

Glenn Jacobs, Mayor

Date: _____

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 25-680

APPROVED AS TO LEGAL FORM

_____

Gary Dupler, Deputy Law Director

Date: 10/21/2025

Riverside Insights

SALES QUOTE

Sales Quote Number: QH30714

Do Not Pay from Quote

- please submit this Quote withyourPurchase Orderoremailstatementto purchase with credit card

Bill To:
505 Summer Pl Fl 3
Knoxville, United States, TN, 37902-2807
Ship To:

,,,

Quote Information:

Title: Knox County Schools CogAT Quote

Order Contact: Erin Phillips
Organization: Knox County School District
Valid To Oct 23, 2025
Customer Number: 241096
Quote Amount: $9,665.00
Incoterms:
Payment Terms: Within 30 days Due net

We assume no responsibility for safe delivery of shipments by mail unless insured. All claims for allowance for shortages, etc. must be made immediately upon receipt of goods and invoice.
For additional information or questions, please contact:
Kevin Burke
kevin.burke@riversideinsights.com
Riverside Insights Federal ID#: 83-1794965

Year 1

QUOTE DETAILS - unit net price may be rounded

Material No	Description	Start Date	End Date	QTY	Price Per Unit	Extended Net Price	List Price
20000192526	Cognitive Abilities Test (CogAT) Screening Form 7 Online Testing Levels 5/6-17/18	Sep 8, 2025	Jun 30, 2026	700	$13.45	$9,415.00	$9,415.00
2001660	Riverside Training Academy (RTA) - CogAT Pack of 5	Sep 8, 2025	Sep 7, 2026	1	$250.00	$250.00	$250.00
						Sub Total	$9,665.00
						Quote Amount	**$9,665.00**

Total Net Price	**$9,665.00**

Contact Customer Service:
Riverside Insights
One Pierce Place, Suite 900W
Itasca, IL 60143
Phone: 800-323-9540 inquiry@service.riversideinsights.com

To place an order:
send via email to: orders@service.riversideinsights.com

Subject to Riverside Insights' standard Terms and Conditions at: www.riversideinsights.com.
Add Sales Tax to your PO if Applicable.

Thank you for choosing Riverside Insights™. We share your commitment to helping individuals elevate their learning potential.