McGraw Hill Professional
Institutional Subscription Agreement

This Subscription Agreement ("Agreement") entered into as of the October, 2020 (the "Effective Date") is made by and between the **Professional division of McGraw Hill LLC** ("MH") whose principal office is located at 1325 Avenue of the Americas, New York, NY 10019 and San Leandro Unified whose principal office is located at 2200 Bancroft Ave, San Leandro, CA 94577 ("Subscriber").

WHEREAS, Subscribed Materials are made available by MH via electronic media;

WHEREAS, Subscriber desires an Agreement to access and use the Subscribed Materials in the manner described below in accordance with this Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions:** As used in this Agreement, the following terms have the designated meanings:

"Subscribed Materials" refers to MH Online Owned Content (as defined below) incorporated into the online sites, as specified in Exhibit A and any addenda to Exhibit A.

"**Authorized User(s**)" are (1) current members of the staff and/or faculty of the Subscriber (whether on a permanent, temporary, contract or visiting basis) and, for academic institutions, individuals who are currently enrolled students at the Subscriber's institution, who are permitted to access the Secure Network from within the Subscriber's premises or from such other places where such Authorized Users are permitted to access the Secure Network for work or study (including Authorized Users' offices and homes, halls of residence and student dormitories, as applicable) and who have been provided by the Subscriber with a password or other authentication, and/or (2) such other persons who are permitted to utilize the Subscriber's library or other facilities to access the Secure Network but only from computer terminals within the Subscriber's premises.

"**MH Online Owned Content**" means information and content entered into the Subscribed Materials by MH's employees, representatives and/or its licensors, including, without limitation, those authorized representatives who are editors or who are otherwise designated by MH.

"**Other Content**" means any other information or content entered into the Subscribed Materials by Authorized Users or persons other than MH, MH's employees, representatives or its licensors.

2. **Authorized Use of Subscribed Materials and Restrictions.**

a. All of the MH Online Owned Content is either the property of MH or is licensed to MH and is protected by copyright and other intellectual property laws. During the Term of this Agreement as defined herein and subject to Subscriber's payment of the fees set out in Exhibit A, MH hereby grants to Subscriber a non-exclusive, non-transferable license to allow only its Authorized Users to access and use the Subscribed Materials under the terms described in this Agreement. Subscriber agrees and acknowledges that Subscriber and its Authorized Users agree to and are bound by the terms and conditions in the Terms of Use and End User Agreement located at the Subscribed Materials online site (except for any provisions that apply solely to individual, non-institutional subscriptions). In the event of an inconsistency between this Agreement and the Terms of Use and End User Agreement, this Agreement shall control. Subscriber shall honor all reasonable requests by MH to protect MH's proprietary interests in the Subscribed Materials. Except for the limited rights granted Subscriber herein, all rights in the Subscribed Materials are reserved by MH and Subscriber acquires no right, title or interest in any material in the Subscribed Materials.

b. Subscriber and its Authorized Users shall only be permitted to access and utilize Subscribed Materials for research or study purposes. Neither Subscriber nor its Authorized Users may copy, transmit, rent, lend, sell or modify any of the Subscribed Materials or create derivative works based on materials therefrom. Neither Subscriber nor its Authorized Users may modify, remove or obscure any copyright or other proprietary notices included in the Subscribed Materials. Neither Subscriber nor its Authorized Users may forward or disseminate any portion of the Subscribed Materials through electronic or other means, including through the use of mail lists or electronic bulletin boards.

c. Subscriber shall not knowingly permit anyone other than the Authorized Users to use or access the Subscribed Materials. Neither Subscriber nor Authorized Users may share passwords provided for accessing the Subscribed Materials with third parties or among the Authorized Users.

d. If requested by MH, Subscriber shall cooperate with MH in the investigation of any unauthorized use of the Subscribed Materials of which Subscriber is made aware and use best efforts to remedy such unauthorized use and prevent its recurrence. In the event of any unauthorized use of the Subscribed Materials by an Authorized User, in addition to any remedies available herein, MH may suspend or terminate such Authorized User's access to the Subscribed Materials (for example, by blocking an individual user's IP address or other means).

3. **Updates and Revisions; Adding Subscribed Materials to the Agreement**

a. MH has the right to revise or update the Subscribed Materials at any time during the term of the Agreement.

b. The parties may agree to add additional Subscribed Materials to the Agreement by executing an Addendum to Exhibit A in the form set out in Exhibit A-1 hereto, and in such event all such addenda will be added to the Agreement and use of such additional Subscribed Materials will be governed by the terms of this Agreement.

4. **Term**

This Agreement will commence as of the Effective Date and will continue for the Subscription Term set out in Exhibit A for each of the Subscribed Materials subscribed to, unless terminated earlier by MH as provided herein, and is non-cancellable by Subscriber for the term subscribed to by Subscriber.

5. **Fees and Payment Terms**

Subscriber agrees to pay the applicable subscription fee as set out in Exhibit A. Subscriber shall be solely responsible for any charges it incurs in order to access the Subscribed Materials, such as telephone, Internet access or similar charges. In addition to all other rights and remedies available to MH in law or in equity, MH also may suspend delivery of the Subscribed Materials or terminate this Agreement if it has not received payment of the applicable fee for such Subscribed Materials.

6. **Other Content**

Neither MH nor its licensors have any responsibility for Other Content, including the content of any messages or information posted by Subscriber, its Authorized Users or others or for the content or information accessible via direct or indirect hyperlinks from the Subscribed Materials. However, MH retains the right, which it may or may not exercise in its sole discretion, to review, edit or delete Other Content that MH deems to be illegal, offensive, or otherwise inappropriate.

7. **Notices**

Notices shall be given in writing and shall be effective when either served by personal delivery upon receipt via United States mail, return receipt requested postage prepaid, or by national overnight delivery service or by facsimile with receipt of confirmation, to the address set out in Exhibit A for Subscriber and to the following for MH:

McGraw Hill LLC
1325 Avenue of the Americas
New York, NY 10019
Fax: 646-766-2250
Attn: Deborah A. Mitera
Email: deborah.mitera@mheducation.com

8. **General**

a. The fee payable for the Subscribed Materials shall be exclusive of any sales, use, value added, withholding or similar tax and Subscriber is responsible for all such taxes relating to the rights granted under this Agreement.

b. This Agreement constitutes the entire agreement between Subscriber and MH relating to the applicable Subscribed Materials subscribed to herein and supersedes any and all other agreements, oral or in writing, with respect to such materials. This Agreement may be modified only by a written instrument signed by both parties. The failure of MH to insist upon strict compliance with any term of this Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. Subscriber may not assign any rights or obligations of this Agreement without MH's prior written consent, and any assignment without MH's prior written consent, including any assignment by operation of law, shall be null and void. If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Subscriber agrees to keep the financial terms of this Agreement confidential.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

McGraw Hill LLC **Professional division**	**Subscriber: San Leandro Unified**
By: _____	**By (Signature):** _____
Name: Scott Grillo	**Name (Print):** _____
Title: President	**Title:** _____
Date: _____	**Date:** _____

EXHIBIT A
to Institutional Subscription Agreement

SUBSCRIBED MATERIALS, TERM, USER NUMBERS AND PRICING

The following are the Subscribed Materials, Subscription Term, number of Authorized Users, Fees for the Subscribed Materials subscribed to by Subscriber under the Agreement and the Subscriber contact information.

1. Subscribed Materials

The Subscribed Materials and fees are as follows:

Subscribed Materials: Digital access through eBL - Language collection Spanish cluster subscription - EBLANGSPANISH1Y for *McGraw-Hill's Complete Medical Spanish*, 4e

Initial Term Fee: print book and e-book bundle for $30.00 each for 8 years totaling $16,800

Initial Term Dates: 01/01/2021 – 12/31/2029*

*will not be renewed

2. Subscription Term

The Subscription Term for the Subscribed Materials shall be for an initial term of one (1) year from initial activation of the subscription ("Initial Term").

3. Subscription Fee:

The fee(s) for the Subscription Term set out in herein cover only the number of Authorized Users and the accessing sites specified in Section 4 below. The payment terms shall be as set out in the MH invoice:

Unless otherwise specified herein, the foregoing fee(s) in Section 1 above shall be for the Initial Term. The fee for any Renewal Term shall be as set out in the MH invoice for the subscription.

4. Number of Authorized Users, Accessing Sites and Access Validation Method(s):

Number of concurrent Authorized Users: unlimited

Address(es) of accessing sites:
Student and faculty of San Leandro Unified whose principal office is located at 2200 Bancroft Ave, San Leandro, CA 94577

Login* for digital access:

U: sanleandro
P: medicalspanish

*login is case sensitive

5. Subscriber Contact: Pursuant to Section 7 of the Agreement, the address where notices to Subscriber shall be sent is the following, which may be revised on written prior notice to MH:

Name: Joanne Clark
Email address: joanneclark@slusd.us
Phone: 510-618-4600