



## **AVID Center Products and Services Quote/Order** **General Terms and Conditions Definitions**

The following terms used in the General Terms and Conditions attached to an AVID Center Products and Services Quote/Order shall have the meanings ascribed to such terms set forth below:

“**Agreement**” shall mean, collectively, the AVID Center Products and Services Quote/Order or, if applicable, a Subsequent Quote/Order, and the General Terms and Conditions attached to the AVID Center Products and Services Quote/Order, as amended by any written amendment of an AVID Center Products and Services Quote/Order or Subsequent Quote Order signed by AVID Center and Client.

“**AVID Center Products and Services Quote/Order**” shall mean the initial Quote/Order for AVID Products and Services provided by AVID Center and signed by Client.

“**AVID Materials**” shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

“**AVID Members**” or “**AVID Member Sites**” shall mean those school sites listed on the Quote/Order or Subsequent Quote/Order as implementing one or more AVID programs—Secondary, Elementary, or Combination (Elementary/Secondary).

“**AVID Methodologies**” shall mean AVID Center’s proprietary methodologies that are embodied within, and provided by AVID Center to users of, the AVID Products and Services.

“**AVID Products and Services**” shall mean the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center’s website located at <https://www.avid.org/Page/3290>. Descriptions and requirements of such products and services may change from time to time at AVID Center’s sole discretion without prior notice to Client and any such change shall be incorporated herein by this reference.

“**AVID Trademarks**” shall mean AVID Center’s trademarked intellectual property. These trademarks include without limitation AVID<sup>®</sup>, AVID Press<sup>®</sup>, AVID Excel<sup>®</sup>, AVID ElevateXP<sup>®</sup>, AVID Discover<sup>®</sup>, AVID Weekly<sup>®</sup>, WICOR<sup>®</sup>, The College Path<sup>®</sup>, The Student Success Path<sup>®</sup>, AVID Roster<sup>®</sup>, Adopt, Adapt, Accelerate, Advocate<sup>®</sup>, Tutorology<sup>®</sup>, The 4 A’s<sup>®</sup>, The Write Path<sup>®</sup>, AVID Path to Schoolwide<sup>®</sup>, AVID STEM Connections<sup>®</sup>, and AVID Is College Readiness<sup>®</sup>.

“**Client Site**” or “**Client**” shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

“**Proprietary Information**” shall mean confidential or proprietary information pertaining to AVID Center’s business, products, or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the pricing terms of this Agreement.

“**Subsequent Quote/Order**” shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any amendment to a Quote/Order.

“**Site Data**” shall mean data collected from a Client Site pertaining to student demographics, course enrollment, site characteristics, and related outcomes.

“**Student Data**” shall mean individual student academic data.