

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 904-336-9603 **230077**
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 12/8/2022

Name of Contract Initiator: Ethan Caren

Telephone #: 904-336-9603

School/Dept Submitting Contract: Information & Technology

Cost Center #9040

Vendor Name: Edupoint

Contract Title: Distance Learning for Synergy

Contract Type: New Renewal Amendment Extension Previous Year Contract # 904-336-9603

Contract Term: 2 years

Renewal Option(s): Annually

Contract Cost: \$18,492.00

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 100-6500692-9040-0000-0000-000-0

Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

 SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract:**

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

 State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

 Release and Hold Harmless (If Applicable)

RECEIVED
 DEC 08 2022
 PURCHASING

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date <u>12.13.22</u> <u>BFS</u>	_____ _____ _____
School Board Attorney Review Date <u>12/13/22</u>	_____ _____ _____
Other Dept. as Necessary Review Date _____	_____ _____ _____

PENDING STATUS: YES NO

IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS

APPROVED

DATE: 12.13.22

Amendment 4
To
EDUPOINT SOFTWARE LICENSE AGREEMENT

SUBSCRIPTION
Version 17.0

1. Exhibit A is amended to include Distance Learning Portal as follows:

EXHIBIT A - Software Subscription License Agreement
CLAY COUNTY - DLP
Total Cost by Product and Service

Florida V2209

Synergy® Student Educational Platform The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:	Subscription License					
	Charge for 212 days Year 1	Year 2	Year 3	Year 4	Year 5	Total
Synergy® Student Information System						
Student Information (Not in Bid)						
State Reporting for Florida (Not in Bid)						
ParentVUE, StudentVUE, & Streams (Not in Bid)						
Online Student Registration (Not in Bid)						
Wait-List / Lottery (Not in Bid)						
Athletics (Not in Bid)						
Master Schedule Builder (Not in Bid)						
Synergy® Learning Management System (LMS)						
TeacherVUE with Gradebook (Not in Bid)						
LMS (Not in Bid)						
Assessment (Not in Bid)						
MTSS (Not in Bid)						
One Roster Integration (Not in Bid)						
Synergy® Analytics						
Analytics (Not in Bid)						
Synergy® Special Education						
Student Special Ed (Not in Bid)						
Synergy® Tools						
Video Conference Integration (Not in Bid)						
ST Tool Set (Object) & Appl Src Code (Not in Bid)						
Distance Learning for Synergy						
Distance Learning / Training Portal (Included)	\$6,668	\$11,824				\$18,492
Sub-Total Subscription Software License	\$6,668	\$11,824	\$0	\$0	\$0	\$18,492
3rd Party Subscription Software						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
- Test Item Bank (Not in Bid)						
- GradeCam (Not in Bid)						
Sub-Total 3rd Party Subscription License	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services						
	Days	Unit Cost	List Cost	Discount %		Total
Sub-Total Professional Services includes days:						

Total Five Year Cost (excluding estimated expenses): **\$18,492**

EXHIBIT A - Continued
Payment Schedule by Product and Service

Payment for Edupoint Subscription License	Amount	Payable On
1st Year Edupoint Subscription License (Prorated 212 Days)	\$6,668	Due upon Contract Signing
2nd Year Edupoint Subscription License	\$11,824	1 year after Contract Signing
Total 5 Year Edupoint Subscription License	\$18,492	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Five Year Cost (excluding estimated expenses): **\$18,492**

EXHIBIT A - Continued
Payment Schedule by Year

Detailed Payment Schedule	Amount	Total
Due Upon Contract Signing		
1st Year Edupoint Subscription License (Prorated 212 Days)	\$6,668	
1st Year Professional Services		
Payment Due		\$6,668
Due 1st Year after Contract Signing		
2nd Year Edupoint Subscription License	\$11,824	
Payment Due		\$11,824
Due 2nd Year after Contract Signing		
Due 3rd Year after Contract Signing		
Due 4th Year after Contract Signing		
Total Five Year Cost (excluding estimated expenses)		\$18,492

Pricing Notes:

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 03/01/23. Sales tax is not included.
- Year 1 is the (212 day) period beginning on the date of Contract Signing.
- This proposal was based on Schools with 38,268 students.
- Expenses included for Professional Services on Implementation
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Escalation of 3.0% has been applied.

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems
1955 S. Val Vista Drive, Suite 200
Mesa, AZ 85204
(480) 633-7500, (800) EDUPOINT
Fax (480) 633-7501

Clay County District Schools
900 Walnut Street
Green Cove Springs, FL 32043
(904) 336-6500

Rob Wilson _____ President
Printed Name Title

Printed name Title

Signature Date Signed

Signature Date Signed

EDUPOINT SOFTWARE LICENSE AGREEMENT

SUBSCRIPTION

Version 17.1

This Edupoint Software License Agreement ("**Agreement**") is made between Edupoint Educational Systems, LLC located at 101 Pacifica, Suite 240, Irvine CA ("**Company**") and School Board of Clay County, FL, with offices located at 900 Walnut Street, Green Cove Springs, FL 32043 ("**Licensee**").

RECITALS

- A. Company has developed certain proprietary educational information software systems and documentation thereof which are updated and extended by Company at Company's sole discretion (the "**Edupoint Product**"), and Company has licenses from third parties or developed other products and services which are offered by Company and updated and extended by Company at Company's sole discretion (the "**Edupoint Value Add Products**"). The Edupoint Product and the Edupoint Value Add Products are collectively referred to as the "**Edupoint Products**".
- B. Company or a Company authorized licensor makes the Edupoint Products available to Licensees through the payment of an annual fee (the "**Subscription License**").
- C. Company or a Company authorized licensor / service provider provides Licensees with the use of the Edupoint Products via one of the following operating models:
- Self-Hosting, wherein the Licensee, with Company's assistance and support, installs the Edupoint Products in the Licensee's data center and assumes total responsibility for providing all data center infrastructure and computing resources and administering the Edupoint Products.
 - Company or authorized service provider provides application hosting services via one of the following models;
 - Local Application Hosting, wherein the computing resources necessary to run the Edupoint Products are provided and administered by Company, but located within Licensee's local data center.
 - Remote Application Hosting, wherein all computing resources necessary to make the Edupoint Products' enabled services available to the Licensee's end users are located at a Remote Data Center of the Company's choosing.
- D. Company or a Company authorized service provider provides certain software support services for the Edupoint Products, including software maintenance, and electronic and telephonic responses to Licensee's technical and product questions, (the "**Software Support Services**").
- E. Company or a Company authorized service provider provides certain implementation services for the Edupoint Products, including project management, installation and configuration, application and security setup, data conversion, external interfaces, training, establishing an internal testing and quality assurance program, setting up the support and maintenance program for the Licensee, process consulting, and custom development, (the "**Implementation Services**").
- F. Company and Licensee desire to enter into this Agreement so that Licensee may acquire the rights to use Edupoint Products and receive the enabled services via one of the three (3) operating models defined in Recital C above, as well as the Software Support Services, and Edupoint Implementation Services, (collectively the "**Edupoint Services**"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

1.1 Type of License

Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sub-licensable, right and license to the Edupoint Products identified on Exhibit A. Licensee shall use the Edupoint Products solely for its own internal use and for the purposes for which such Edupoint Products were designed.

1.2 Additional Terms and Conditions

In addition to the terms of this Agreement, the license granted under Section 1.1 above shall be subject to the terms and conditions of all Exhibits and Attachments listed as applicable under Section 14.0 and attached hereto and incorporated herein.

2.0 Ownership and Protection of Edupoint Products

2.1 Title: Ownership

Licensee acknowledges that the Edupoint Products; all source code, object code, user interface, algorithms, development frameworks, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company authorized licensor.

2.2 Confidential and Valuable Substance

Licensee recognizes that the Edupoint Products and documentation have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL, (the "**Confidential Information**"). Company is desirous of maintaining rigorous control over the Edupoint Products and documentation. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Edupoint Products and documentation to any third party.

- 2.2.a Licensee shall ensure that any identification labels or legal notices contained in or on any of the Edupoint Products and documentation are not altered, modified, suppressed, or in any other way made inconspicuous.
- 2.2.b Licensee shall restrict access to the Edupoint Products and documentation to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee's business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Edupoint Products and documentation by its employees does not occur.
- 2.2.c Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, do not obtain access to or knowledge of the Confidential Information without first obtaining the express written consent of Company. See Attachment 4. Company agrees that it will not unreasonably withhold such consent.
- 2.2.d Licensee shall treat the ideas and expressions contained in the Edupoint Products and documentation as Confidential Information and belonging solely to Company and shall not, without the prior written permission of Company, copy or duplicate any physical embodiments of the Edupoint Products and documentation (except as required for security and archival or escrow purposes). This includes, but is not limited to, videos or other materials containing images of Company products on video sharing websites, social media platforms or on unrestricted district websites.
- 2.2.e Licensee agrees to notify Company immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Edupoint Products or documentation. Licensee shall promptly furnish Company with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Company in any litigation or other proceedings deemed necessary by Company to protect Company's rights. Licensee further acknowledges that any reports or other data generated by the Edupoint Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.3 Protection of Edupoint Products

Licensee shall not allow, and shall not allow any third party to:

- 2.3.a Adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Edupoint Products, or any portion thereof;
- 2.3.b Identify or discover any source code of the Edupoint Products;
- 2.3.c Distribute, sell or sublicense copies of the Edupoint Products or any portion thereof;
- 2.3.d Create copies of the Edupoint Products except to make a copy which is required as an essential step in its utilization for the purposes granted the Licensee or to make an archival or back-up copy of the Edupoint Products and documentation; or
- 2.3.e Incorporate any portion of Edupoint Products into or with any other Edupoint Products or other products, or create any derivative works of the Edupoint Products.

3.0 Payment

3.1 Payment Terms

Licensee will pay Company or Company's authorized licensor the License Fees as provided in Exhibit A. All payments are due within 30 days of the invoice date.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes. Licensee agrees to pay any and all amounts equal to any taxes resulting from the licensing of the Edupoint Products or the services to be performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.

4.0 Indemnification and Warranty

4.1 Indemnification

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent the claim or threat of claim is based on an allegation that: (i) Edupoint Products which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) defective Edupoint Products directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Edupoint that gave rise to such claim or (iii) any Company breach of Section 9.7; or (iv) any claim or threat of claim brought by a third party against Licensee arising out of the acts or omissions of Company or its employees.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section 4.0, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d The foregoing states the entire liability and obligation of Company with respect to any infringement or claims of infringement by the Edupoint Products or any part thereof, of any patent, copyright, trade secret or other proprietary right.

4.2 Warranty

4.2.a Operational Warranty

Company warrants that, during the one hundred eighty (180) day period (the "Warranty Period") commencing on the date the Licensee places the Edupoint Products into production for either pilot or general deployment, whichever first occurs, the Edupoint Products will operate in substantial conformity with the documentation when used in strict compliance therewith, and if properly installed on computing resources within a datacenter infrastructure that is consistent with Company's published Hardware and Software Requirements and Data Center Infrastructure Requirements. This warranty is contingent upon installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Edupoint Products by Licensee.

4.2.b Breach of Operational Warranty

Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible data center infrastructure, including but not limited to telecommunications network(s), environmental control systems, security systems, electrical services, cabinets and racks, competent network administrative staff available for Licensee Self Hosting or Local Application Hosting Services. Licensee acknowledges that if it elects Self Hosting as its operating model, it is also solely responsible for having the appropriate computing resources fully installed and operational within its data center and that these computing resources and the data center in which they are installed are consistent with Company's published Hardware and Software Requirements, and that any exceptions that are not approved in advance in writing by the Company will invalidate the operational warranty.

As Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable software development services to correct software errors in the Edupoint Products, replace the Edupoint Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Edupoint Products, as set forth in section 7.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the license fees paid. Any Software Support or Implementation Services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

4.2.c Replacements or corrections of Edupoint Products shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Edupoint Products for the period designated therein.

4.2.d Limitations

Except as expressly set forth in this Section 4.0, Company makes no warranty or representation, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, and any warranties of quality or performance, or as a result of a course of dealing or usage of trade, with respect to the Edupoint Products and any Edupoint Services.

5.0 Assignment

So long as the license warranty period under this Agreement is in effect, the services to be performed by Company are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Company unless first approved by Licensee by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, Company may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to Company, whether by way of asset sale, merger or other transfer of Company or its business, without Licensee's consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Edupoint License Agreement

6.0 Choice of Law

This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the State of California, without reference to the rules of conflicts of law thereof.

7.0 Agreement Term and Termination

7.1 Agreement Term

The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date).

Unless otherwise specified, at the expiration of the term set forth in Exhibit A, the contract will automatically extend for a period of one (1) year, with a two and a half percent (2.5%) increase over the previous year's cost, until such time as either party terminates this Agreement pursuant to Section 7.2.

7.2 Agreement Termination

This Agreement may be terminated as follows:

7.2.a Either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

7.2.b Either party may terminate this Agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with ninety (90) days to cure;

7.2.c Notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 7.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid in the year the termination occurs. In the event of termination of this Agreement by the Company pursuant to Sections 7.2(b) or 7.2(c) prior to an anniversary date, the Company shall be entitled to prepaid Subscription License for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 7.2(a) or 7.2(b) Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid.

7.3 Responsibilities In the Event of Termination

Upon any termination of this Agreement and/or the license to use any Edupoint Products, Licensee shall cease to use the Edupoint Products and shall return to Company the Edupoint Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Edupoint Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. If the Licensee is receiving hosting services from the Company under the Local Hosting operating model, Licensee will cooperate with Company in removal and return to Company all Company provided computing resources installed by Company in Licensee Data Center.

7.4 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the contractual relationship.

7.5 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

Edupoint License Agreement

8.0 Binding

This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

9.0 General Terms and Conditions

9.1 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

9.2 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

9.3 Amendments, Waiver, and Change Management

This Agreement shall not be amended or modified except in writing that refers specifically to this Agreement by duly authorized representatives of the parties. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

The scope of work described within the Agreement, Exhibits, and Attachments thereto shall not be changed except as provided by the change management procedures which are described in Attachment 5.

9.4 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

9.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

9.6 Notices

Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and Licensee, or as may be provided by the parties.

Edupoint Educational Systems Contract Administration 1955 S. Val Vista Drive #200 Mesa, Arizona 85204	School Board of Clay County, Florida 900 Walnut Street Green Cove Springs, FL 32043
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Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

9.7 Applicable Law

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act.

10.0 Application Hosting Services

If Licensee will receive application hosting services through either Local Application Hosting or Remote Application Hosting, Company and Licensee agree to the terms and conditions of Exhibit B, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Application Hosting (either Local or Remote Services), as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

11.0 Software Support Services

Company and Licensee agree to the terms and conditions of Exhibit C, the Software Support Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the maintenance and support of the Edupoint Products, as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Software Support Services beyond those specified in Exhibit C that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

12.0 Implementation Services

Company and Licensee agree to the terms and conditions of Exhibit D, the Implementation Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Implementation Services, as described in Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Implementation Services beyond those specified in Exhibit D that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

13.0 Source Code Escrow

For Licensees that elect to include Software Escrow Services as part of this Agreement, Company will store with a third party Escrow Agent the Edupoint Products computer source code and documentation licensed as part of this Agreement, including all Company-owned source code necessary to continue operations of Edupoint Products, and other information regarding any additional third party components used in conjunction with the products. Company will designate the Licensee as a User in the Company's Software Source Code Escrow Agreement (see Exhibit E). So long as the Licensee is not in breach of its obligations under this Agreement, the Licensee will have the right to receive materials placed into escrow as per the Release of Deposit Material conditions and procedures specified within Company's contract with the Software Source Code Escrow Agent.

Unless a release event occurs, in no event shall the Licensee have the right to use the Edupoint Products source code for any purpose to reverse engineer, develop derivative works or to sublicense the right to use the source code and documentation to any other person or entity for any purpose. The Licensee will also be obligated to treat the source code and documentation as Confidential Information of Company under this Agreement.

14.0 Inclusions

- I. Exhibit A – Software Licenses
- ii. Exhibit B – Application Hosting Services
- iii. Exhibit C – Software Support Services
- iv. Exhibit D – Implementation Services
- v. Company's Business Expense Policy – Attachment 1
- vi. Standard Billing Rates – Attachment 2
- vii. Non-employee/agent Access Consent Form – Attachment 4
- viii. Change Management Procedures – Attachment 5
- ix. Addendum A
- x. Addendum B

Edupoint License Agreement

15.0 Limitations of Liability

Any other provisions of this Agreement notwithstanding, except to the extent included in an award subject to Company's indemnity obligation, in no event will Company be liable for incidental, consequential, indirect, punitive or special damages of any nature, such as lost business profits. Company's total liability for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Company during the 365 days preceding the cause of action.

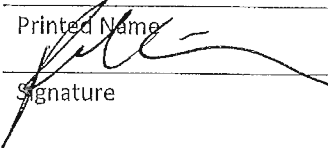
16.0 Statute of Limitations

Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

Company and Licensee have caused this Agreement to be executed on the dates set forth below:

Edupoint Educational Systems
1955 S. Val Vista Drive, Suite 200
Mesa, AZ 85204
(480) 633-7500, (800) EDUPOINT
Fax (480) 633-7501

School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, FL 32043
(904) 336-6500

Rob Wilson	President
Printed Name	Title
	2/8/2019
Signature	Date Signed

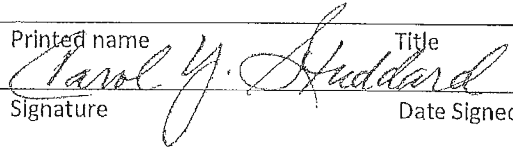
Printed name	Title
	
Signature	Date Signed

Exhibit A

SOFTWARE LICENSE

1.0 Reference to Agreement

This Software License Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between Company and Licensee as of the Effective Date.

LICENSING AND SERVICES FEES

EXHIBIT A - Software Subscription License Agreement
 School Board of Clay County -SIS First-In-State Quote
 Total Cost by Product and Service

Synergy® Student Educational Platform		Subscription License					
The following Edupoint Products and associated documentation are referred to for license pursuant to this agreement.		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Synergy® Student Information System							
PK - 12 Student Information (Included)		\$41,724	\$42,141	\$42,563	\$42,988	\$43,418	\$212,834
State Reporting for Florida (Included)							
ParentVUE, StudentVUE, & Streams (Included)		\$10,980	\$11,090	\$11,201	\$11,313	\$11,426	\$56,010
Online Student Registration (Included)		\$27,450	\$27,725	\$28,002	\$28,282	\$28,564	\$140,023
Master Schedule Builder (Included)							
Synergy® Learning Management System (LMS)							
TeacherVUE with Gradebook (Included)		\$25,620	\$25,876	\$26,135	\$26,395	\$26,660	\$130,687
LessonVUE (Included)			\$25,620	\$25,876	\$26,135	\$26,396	\$104,027
Assessment (Included)			\$32,025	\$32,345	\$32,669	\$32,995	\$130,034
Response to Intervention (RTI) (Included)		\$45,750	\$46,208	\$46,670	\$47,136	\$47,608	\$233,372
LMS Integration (Not In Bid)							
WDIS/Adult Education							
WDIS/Adult Ed (Included)		\$10,000	\$10,100	\$10,201	\$10,303	\$10,406	\$51,010
Synergy® Special Education							
PK - 12 Student Special Ed (Included)		\$25,620	\$25,876	\$26,135	\$26,396	\$26,660	\$130,687
Synergy® Technology & Appl Sro Code							
ST Tool Sel (Object) & Appl Sro Code (Included)							
Synergy® Distance Learning							
Distance Learning (Not In Bid)							
Sub-Total Subscription Software License		\$187,144	\$240,661	\$249,128	\$251,618	\$254,133	\$1,186,684
3rd Party Subscription Software							
		Year 1	Year 2	Year 3	Year 4	Year 5	Total
-- Test Item Bank (NOT IN BID)							
-- GradeCam			\$27,816	\$28,094	\$28,375	\$28,659	\$112,944
Sub-Total 3rd Party Subscription License		\$0	\$27,816	\$28,094	\$28,375	\$28,659	\$112,944
Hosting							
		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Dedicated Hosted by Edupoint		\$35,685	\$36,042	\$36,402	\$36,766	\$37,134	\$182,029
1 Adult Environments	Yes	\$5,947	\$6,006	\$6,067	\$6,127	\$6,188	\$30,335
3rd Party Connections (10)	Yes	\$3,558	\$3,604	\$3,640	\$3,676	\$3,713	\$18,201
Sub-Total Hosting Service		\$45,200	\$45,652	\$46,109	\$46,559	\$47,035	\$230,565
Premium Annual Services							
	Selected	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Additional Annual Services							
- User Conference Plan (Silver) for 3 Staff	Yes	\$6,389	\$6,453	\$6,517	\$6,583	\$6,648	\$32,589
Total Premium Annual Services Amount		\$6,389	\$6,453	\$6,517	\$6,583	\$6,648	\$32,589
Professional Services by Staff							
		Days	Unit Cost	List Cost	Discount %		Total
- Project Managers		27	\$1,760	\$47,250	50.0%		\$23,625
- Subject Matter Experts		43	\$1,800	\$64,500	50.0%		\$32,250
- Data Conversion Specialists		1	\$1,500	\$1,500	50.0%		\$750
- Product Specialists		37	\$1,500	\$55,500	50.0%		\$27,750
- Trainers		32	\$1,500	\$48,000	50.0%		\$24,000
Total Professional Services by Staff				\$216,750	50.0%		\$108,375
Total Five Year Cost (excluding estimated expenses):							\$1,873,158

Edupoint License Agreement

EXHIBIT A - Continued Payment Schedule by Product and Service

Product/Service	Amount	Payable On
Payment for Edupoint Subscription Licenses		
1st Year Edupoint Subscription License	\$187,144	Due July 1, 2019
2nd Year Edupoint Subscription License	\$245,661	Due July 1, 2020
3rd Year Edupoint Subscription License	\$249,128	Due July 1, 2021
4th Year Edupoint Subscription License	\$251,618	Due July 1, 2022
5th Year Edupoint Subscription License	\$254,133	Due July 1, 2023
Total 5 Year Edupoint Subscription Licenses	\$1,186,684	
Payment for 3rd Party Subscription Licenses		
2nd Year 3rd Party Subscription License	\$27,816	Due July 1, 2020
3rd Year 3rd Party Subscription License	\$28,094	Due July 1, 2021
4th Year 3rd Party Subscription License	\$28,375	Due July 1, 2022
5th Year 3rd Party Subscription License	\$28,659	Due July 1, 2023
Total 5 Year 3rd Party Subscription Licenses	\$112,944	
Hosting		
1st Year	\$45,200	Due July 1, 2019
2nd Year Hosting	\$45,652	Due July 1, 2020
3rd Year Hosting	\$46,109	Due July 1, 2021
4th Year Hosting	\$46,559	Due July 1, 2022
5th Year Hosting	\$47,035	Due July 1, 2023
Total 5 Year Hosting Dedicated Hosted by Edupoint 1 Adf4l Environments 3rd Party Connections (10)	\$230,565	
Payment for On-Going Premium Annual Services		
1st Year Maintenance for Premium Annual Services	\$6,389	Due July 1, 2019
2nd Year Maintenance for Premium Annual Services	\$6,453	Due July 1, 2020
3rd Year Maintenance for Premium Annual Services	\$6,517	Due July 1, 2021
4th Year Maintenance for Premium Annual Services	\$6,583	Due July 1, 2022
5th Year Maintenance for Premium Annual Services	\$6,648	Due July 1, 2023
Total 5 Year On-Going Premium Annual Services	\$32,589	
Payment Schedule for Professional Services		
Planning / Installation and Configuration - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	40%	\$36,600 Upon Phase Completion
Application Setup and Data Conversion required for Go-Live - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20%	\$18,300 Upon Phase Completion
Core Team Training - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20%	\$18,300 Upon Phase Completion
Interfaces and Production Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	15%	\$13,725 Upon Phase Completion
Post-Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	6%	\$4,575 Upon Phase Completion
Professional Services Cost - OLR, LessonVUE, Assessment, GradeCam & RTI		\$16,875 Due July 1, 2020
Total Payment for Professional Services		\$104,375

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Five Year Cost (excluding estimated expenses): \$1,673,158

EXHIBIT A - Continued Payment Schedule by Year

Due Date	Product/Service	Amount	Total
Due July 1, 2019	1st Year Edupoint Subscription License	\$187,144	
	1st Year Dedicated Hosted by Edupoint	\$45,200	
	1st Year Maintenance for Premium Annual Services	\$6,389	
	Planning / Installation and Configuration - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	40%	\$36,600
	Application Setup and Data Conversion required for Go-Live - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20%	\$18,300
	Core Team Training - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20%	\$18,300
	Interfaces and Production Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	15%	\$13,725
	Post-Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	6%	\$4,575
	Payment Due		\$330,233
Due July 1, 2020	2nd Year Edupoint Subscription License	\$245,661	
	2nd Year 3rd Party Subscription License	\$27,816	
	2nd Year Dedicated Hosted by Edupoint	\$45,652	
	2nd Year Maintenance for Premium Annual Services	\$6,453	
	Professional Services Cost - OLR, LessonVUE, Assessment, GradeCam & RTI		\$16,875
		Payment Due	
Due July 1, 2021	3rd Year Edupoint Subscription License	\$249,128	
	3rd Year 3rd Party Subscription License	\$28,094	
	3rd Year Dedicated Hosted by Edupoint	\$46,109	
	3rd Year Maintenance for Premium Annual Services	\$6,517	
		Payment Due	
Due July 1, 2022	4th Year Edupoint Subscription License	\$251,618	
	4th Year 3rd Party Subscription License	\$28,375	
	4th Year Dedicated Hosted by Edupoint	\$46,559	
	4th Year Maintenance for Premium Annual Services	\$6,583	
	Payment Due		\$333,145
Due July 1, 2023	5th Year Edupoint Subscription License	\$254,133	
	5th Year 3rd Party Subscription License	\$28,659	
	5th Year Dedicated Hosted by Edupoint	\$47,035	
	5th Year Maintenance for Premium Annual Services	\$6,648	
		Payment Due	
	Total Five Year Cost (excluding estimated expenses)		\$1,673,158

Pricing Notes:

- This pricing is valid until 07/14/19. Sales tax is not included.
- This proposal was based on Schools with 35,600 students.
- An expense estimate of \$97,670 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 17.5% discount applied to license fees.
- Professional Services has a 30.0% discount applied to all your professional services fees.
- Escalation of 1.0% has been applied.