

Customer Agreement

This Customer Agreement is entered into by and between the School Board of Clay County, Florida (“District” or “Board”), with offices at 900 Walnut Street, Green Cove Springs, FL 32043, and Curriculum Associates, LLC (“Curriculum Associates”), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this Agreement shall take effect on July 19, 2017 (the “Effective Date”).

1. License

Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready® Diagnostic & Instruction for math and/or reading (the “Product”) for which the District has paid the license fees set forth in Section 3 below, and solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.

2. Term

This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Product, unless earlier terminated in accordance with Section 10 hereof. The Agreement may be renewed annually by the agreement of both parties.

3. Pricing and Payment.

Pricing for the initially purchased Product is described in Attachment A, Price Quote, the terms of which are hereby integrated. The District will provide Curriculum Associates a valid Purchase Order Curriculum Associates shall be paid in accordance with the Florida Prompt Payment Act upon submission of invoices to the District at the prices stipulated on the Purchase Order at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice referencing a District purchase order number shall be submitted for payment to the District’s Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043.

4. Copyright and Proprietary Rights

The Product and the content contained therein are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Product and in the software, text, graphics, design elements, audio, music and all other materials contained in i-Ready® are reserved by Curriculum Associates and its licensors. The District may not use the Product in any manner that infringes the proprietary rights of any person or entity.

5. Data Ownership and Security

In connection with the District’s use of the Product, the District will be asked to provide Curriculum Associates with data about the District’s students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the

District inputs into the Product. As the District's students use the Product, data will be generated about students' usage, performance and progress. Both the information the District inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data". The District shall own all right, title and interest in and to the Customer Data.

However, the District hereby grants Curriculum Associates a: (a) limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to the Product available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use the Customer Data for product development, research and other purposes, so long as such use and maintenance of Customer Data are consistent with the Family Education Rights and Privacy Act ("FERPA"), the applicable portions of sections 1022.22 and 1022.221 of the Florida Statutes, and other federal and state laws and regulations applicable to the Customer Data. Curriculum Associates represents that it will neither use nor share the Customer Data in a manner which personally identifies a student or reveals personally identifiable information. All Customer Data held by Curriculum Associates will be promptly made available to the District upon the District's request.

Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is used or shared under the terms of this Agreement without the prior written consent of the District. For a full description of the security measures that Curriculum Associates takes, please review Curriculum Associate's data handling policy by clicking here http://i-ready.com/support/iReady_DataHandlingPolicy.pdf.

6. Access to the Product

The District's authorized users will need valid usernames and passwords to access the Product. The District is responsible for the integrity and security of these usernames and passwords. The District will promptly advise Curriculum Associates upon notice or actual knowledge that usernames or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Product available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice when possible, and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associate's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

7. Limitations of Use

The District shall not, nor shall it permit any authorized user to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Product; (b) modify, copy, translate, or create derivative works based on the Product or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Product; (d) use the Product for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District's organization; or (e) remove any proprietary notices from the Product.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Product content or information, or information accessed at other sites through links made from the Product, other than printing out or downloading portions of the text and images for use in connection with the work of the District's organization. If the District's users leave the Product via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District's use of that third party site will be governed by that site's terms of use, not this Agreement.

The District must use the Product in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

- 8. Services.** To the extent that Attachment A includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place, and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with applicable industry standards.

9. Limitation of Warranties and Liability

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE.

10. Termination

Curriculum Associates reserves the right to terminate the Agreement at any time if the District does not comply with the terms and conditions, including non-payment.

Likewise, the District reserves the right to terminate this Agreement at any time and at its convenience. Upon written notice of such termination to Curriculum Associates, the District shall be relieved of all obligations under the Agreement. The District shall be required to pay Curriculum Associates outstanding amounts due for work and services satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to Curriculum Associates or its agents.

11. Notice

Any notices pertaining to this Agreement will be in writing and will be deemed delivered upon receipt by:

Curriculum Associates, LLC

153 Rangeway Road

North Billerica, MA 01862

Attention: Jill Bradford, Vice-President, General Counsel

Tel: 978-339-4388

Fax: 800-355-1158

jbradford@cainc.com

District

Dr. Theresa Stahlman
Clay County School District
900 Walnut Street
Green Cove Springs, FL 32043
(904) 284-6500
Theresa.stahlman@myoneclay.net

Notices may be provided by electronic mail.

12. Choice of Law and Jurisdiction

This Agreement and all of the rights and obligations of the parties shall be governed by Florida and federal law. Any claim arising out of or relating to this Agreement shall be exclusively subject to a court of competent jurisdiction in Florida, and subject to the Board's "Home Venue Privilege."

13. Attachments

The terms and conditions set forth in Attachment B are hereby incorporated into this Agreement, and such terms and conditions shall prevail over contrary provisions herein stated.

14. Entire Agreement

This Agreement and its Attachments represent the full and entire understanding of the Parties. This Agreement may be modified only by written amendment executed and approved by authorized representatives of the Parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

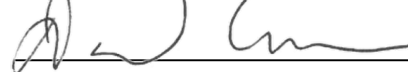
I hereby agree to the terms and conditions stated in this Agreement

School Board of Clay County

Name: _____

Title: _____

Curriculum Associates, LLC



Name: David Caron

Title: Chief Financial Officer



P.O. Box 2001 • N. Billerica, MA 01862-0901
 Phone: 800-225-0248 • Fax: 800-366-1158
 Email: orders@cainc.com

Prepared For

Theresa Stahlman
 Clay Co School District
 900 Walnut St
 Green Cv Spgs, FL 32043
 (904) 284-6500
 theresa.stahlman@myoneclay.net

Price Quote

Quote Date: 6/16/2017 • Valid for 30 Days
 Quote ID: 113705.11

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total (min: \$12.99)

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

CA Sales Representative

Mary Arnold
 386-449-9255
 marnold@cainc.com
 Created by: JOY CAMPBELL
 Modified by: LAURA YOUSSEF

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
15006.0	i-Ready Diagnostic and Instruction Math and Reading Site License 1201 or more students 1 Year	1	\$28,500.00	\$25,650.00	\$25,650.00
15003.0	i-Ready Diagnostic and Instruction Math and Reading Site License 351-500 students 1 Year	5	\$16,900.00	\$15,210.00	\$76,050.00
15004.0	i-Ready Diagnostic and Instruction Math and Reading Site License 501-800 students 1 Year	13	\$19,900.00	\$17,910.00	\$232,830.00
15005.0	i-Ready Diagnostic and Instruction Math and Reading Site License 801-1200 students 1 Year	7	\$25,500.00	\$22,950.00	\$160,650.00
14946.0	i-Ready Diagnostic and Instruction Math Site License 1201 or more students 1 Year	1	\$17,100.00	\$15,390.00	\$15,390.00
14944.0	i-Ready Diagnostic and Instruction Math Site License 501-800 students 1 Year	3	\$11,900.00	\$10,710.00	\$32,130.00
14945.0	i-Ready Diagnostic and Instruction Math Site License 801-1200 students 1 Year	2	\$15,300.00	\$13,770.00	\$27,540.00
ZZ003.0	i-Ready Professional Development	1	\$144,000.00	\$144,000.00	\$144,000.00
15750.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 1201 or more students 1 Year	1	\$11,900.00	\$0.00	\$0.00
15747.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 351-500 students 1 Year	5	\$7,900.00	\$0.00	\$0.00

Item #	Product Name	Qty	Retail Price	Unit Price	Total
15748.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 501-800 students 1 Year	13	\$8,900.00	\$0.00	\$0.00
15749.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 801-1200 students 1 Year	7	\$10,900.00	\$0.00	\$0.00
15738.0	Ready Math K-8 Teacher Toolbox for i-Ready Site License 1201 or more students 1 Year	1	\$7,100.00	\$0.00	\$0.00
15736.0	Ready Math K-8 Teacher Toolbox for i-Ready Site License 501-800 students 1 Year	3	\$5,300.00	\$0.00	\$0.00
15737.0	Ready Math K-8 Teacher Toolbox for i-Ready Site License 801-1200 students 1 Year	2	\$6,500.00	\$0.00	\$0.00
Special Notes 10% discount on i-Ready 2 and 1 subject. 100% discount on toolbox for i-Ready for 1 year only K-6: Reading & Math. 7-8: Math, i-Ready pricing for Yr 2 will remain as quoted above, i-Ready pricing for Yr 3 is subject to a price increase, which may be partially offset by a reduction in required PD for a yr 3 customer.			Merchandise Total	\$714,240.00	
			Voucher/Credit	\$0.00	
			Estimated Tax	\$0.00	
			Estimated shipping to US 32043:	\$0.00	
			Merchandise Savings	\$342,760.00	
			Total	\$714,240.00	



Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** orders@cainc.com
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates, LLC
P.O. Box 2001
North Billerica, MA 01862-0901

Please visit www.curriculumassociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
\$1,000 to \$4,999.99	10%
\$5,000 to \$99,999.99	8%
\$100,000 and more	6%

Please contact local CA Sales Representative, customer service (1-800-225-0248), or <http://www.curriculumassociates.com/> for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified. All deliveries are to be F.O.B. destination as stated on Purchase Order.

Payment Terms

Payment terms are in Customer Agreement.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the back of your packing slip. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to Ready® Student Sets, Ready® Teacher Sets, and BRIGANCE® Kits.

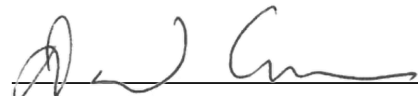
For more information about the return policy, please visit <http://www.curriculumassociates.com/help/default.aspx?topic=188>.

Notwithstanding any contrary contractual language, nothing in this Agreement shall be construed or interpreted to increase the scope or dollar limit of the School Board's liability beyond that which is set forth in 768.28Fla. Stat. , or to otherwise waive the Board's sovereign immunity, or to require School or School Board to indemnify Curriculum Associates ("Vendor") or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of the Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the Board, or its agents, officers, elected officials, employees and assigns, by any party arising out of or caused by acts or omissions, negligence, recklessness, or intentional misconduct of Vendor or its employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not extend to negligent acts or omissions on the part of the Board, its agents, or employees.

Employees of Vendor, whose position requires them to have direct contact with students, will at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this Agreement or entering upon school grounds when students are present. Vendor may satisfy the requirement for a background check by supplying proof that Vendor employees have passed such screening and that said background check remains valid.

Vendor shall comply with applicable Public Records Laws, including Chapter 119 of the Florida Statutes. Assistance may be provided by contacting the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.284.6507. Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.



Authorized Signature: David Caron, Chief Financial Officer
Vendor Name: Curriculum Associates, LLC

June 19, 2017

Date