

190128

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: **01/17/19**

Contract Initiator (Name of Person Overseeing the Contract): **JEREMY BUNKLEY** Telephone Number: **904-336-9603**

School/Department Submitting Contract: **Information & Technology Services**

Vendor/Contractor Name: **EDUPOINT**

Contract Title: **SIS SOFTWARE IMPLEMENTATION SERVICES**

Contract Type: New Renewal Amendment Extension Date Original Contract Approved:

Contract Term: **AUTO-RENEW** Renewal Option(s): **Increase allowed up to 2.5%**

Contract Cost: **\$1,673,158.** Payment Schedule (Monthly? Upon delivery? When finished?): **ANNUALLY**

Funding Source: **392.7408691.9040.3150.000.0** Purchase Requisition No.:

Strategic Plan Tie-in Explanation:

Pre-Approved by Superintendent or Designee? Yes No

Additional Information: **Edupoint is a student information system that allows the district to replace our current SIS (Focus) with a fully integrated system that allows the district to merge multiple systems into one complete system. Edupoint will allow us to bring together local assessment, ESE systems (IEP and 504), state reporting, grade book, ELL, and Health and Nursing, etc.**

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAD Template Contract or other Contract (with all basic and mandatory terms)
- Yes** SIGNED Addendum A (if not an SBAD Template Contract)*

*This Statement MUST BE written in Contract: "The terms and conditions of the attached Addendum A Form are incorporated into this Agreement. The terms and conditions of Addendum A shall govern and prevail over any conflicting terms and conditions in this Agreement."
- Yes** 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].

Approvals Comments

Department	Approved	Denied	Comments
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/18/19	<i>BS/SS</i>		DOE - bA-1.012
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/18/19	<i>AKD</i>		Defen to attorney w/ noted concerns (in pencil \$ on notes)
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/18/19	<i>AB</i>		
Information & Technology Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/17/19	<i>B/HB</i>		<i>(this is good to go. (b) 3:25 pm)</i>
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			

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.

Edupoint License Agreement

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.

Edupoint License Agreement

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
_____ 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

V18G30

Synergy® Student Educational Platform <small>The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement.</small>	Subscription License						
	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	
Slate 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	\$26,396	\$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 Source Code							
ST Tool Set (Object) & Appl Src Code (Included)							
Synergy® Distance Learning							
Distance Learning (Not in Bid)							
Sub-Total Subscription Software License	\$187,144	\$246,661	\$249,128	\$251,618	\$254,133	\$1,188,684	
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 Addl Environments	Yes \$5,947	\$6,006	\$6,067	\$6,127	\$6,188	\$30,335	
3rd Party Connections (10)	Yes \$3,568	\$3,604	\$3,640	\$3,676	\$3,713	\$18,201	
Sub-Total Hosting Service	\$45,200	\$45,652	\$46,109	\$46,569	\$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	\$32,590
Total Premium Annual Services Amount		\$6,389	\$6,453	\$6,517	\$6,583	\$6,648	\$32,590
Professional Services by Staff							
		Days	Unit Cost	List Cost	Discount %	Total	
- Project Managers		27	\$1,750	\$47,250	50.0%	\$23,625	
- Subject Matter Experts		43	\$1,500	\$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):						\$1,673,158	

Edupoint License Agreement

EXHIBIT A - Continued Payment Schedule by Product and Service

Payment for Edupoint Subscription License	Amount	Payable On	
1st Year Edupoint Subscription License	\$187,144	Due July 1, 2019	
2nd Year Edupoint Subscription License	\$246,661	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 License	\$1,188,684		
Payment for 3rd Party Subscription License	Amount	Payable On	
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 License	\$112,944		
Hosting	Amount	Payable On	
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	\$46,569	Due July 1, 2022	
5th Year Hosting	\$47,035	Due July 1, 2023	
Total 5 Year Hosting Dedicated Hosted by Edupoint - 1 Add'l Environments - 3rd Party Connections (10)	\$230,585		
Payment for On-Going Premium Annual Services	Amount	Payable On	
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	Percent	Amount	Payable On
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	5%	\$4,575	Upon Phase Completion
Professional Services Cost - OLR, LessonVUE, Assessment, GradeCam & RTI		\$16,875	Due July 1, 2020
Total Payment for Professional Services		\$108,375	

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

Detailed Payment Schedule	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	5%	\$4,575
Payment Due		\$330,233
Due July 1, 2020		
2nd Year Edupoint Subscription License	\$246,661	
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		\$343,457
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		\$329,848
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	\$46,569	
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		\$336,475
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 36,600 students.
- An expense estimate of \$32,670 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 50.0% discount applied to all your professional services fees.
- Escalation of 1.0% has been applied.

EXHIBIT B

APPLICATION HOSTING SERVICES

1.0 Reference to Agreement

This Exhibit is only applicable for Licensees who are hosted by the Company. This Application Hosting Services 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.

2.0 Fees

During the Initial Term Licensee shall pay annual fees as shown on Exhibit A, and for each Subsequent Term, Licensee shall pay annual fees according to the Company's then current fees for the Application Hosting Services. Company shall provide fixed pricing for initial agreement term, and provide Licensee six months' notice of any proposed increase in the then applicable Application Hosting Services fees for subsequent terms. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust application hosting services fees accordingly.

3.0 Services

During the term of the License, and subject to payment of the fees for the Edupoint Products and the fees for the Edupoint Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

3.1 Included Services

3.1.a Configuration Planning

Company will determine the specifications for and configuration of the computing resources (number and type of web server(s), process server(s), application database server(s), and load balancer(s) based on the processing and storage needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This configuration planning is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirements change. Company will constantly monitor system performance and modify the configuration plan to maintain an acceptable level of system performance.

3.1.b Edupoint will perform an annual review of the hosted environment including, penetration test and antivirus scan.

3.1.c System Hardware

Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the functionality of the Edupoint Products as described in the Documentation, and to make the information generated by and stored in the database(s) supported by the Edupoint Products available on demand by users. System hardware, system software, load balancer, database software and database storage shall be located at the Company's Remote Data Center.

3.1.d The following activities are included in the application hosting cost:

Deploying hardware and infrastructure required, software hosting and systems administration:

3.1.d.1 Systems Administration provides day-to-day management and administration of the operating system and database platform for all servers in the Synergy environment.

Specific components of this service include:

- i. Maintenance of the database
- ii. Maintenance and updating of the server operating system
- iii. Performance monitoring of SIS hardware and system software and recommendations for required updates
- iv. Ongoing maintenance of hosted environment

- 3.1.e Additional Software and Middleware
Company will provide all Additional Software and Middleware software necessary for the Edupoint Products, including installation and licensing of Window OS, Microsoft SQL or Oracle server, and SSL certificate(s).
- 3.1.f Configuration and Setup
Upon approval of the Implementation Project Charter and Work Plan, Company will provide initial configuration including operating system installation, database installation, patching the operating system and database, and installing and configuring all the Edupoint Products and Additional Software and Middleware; creation and configuration of Production and Training environments and Production and Training databases. The Training environment will be used for the purpose of training end users in a non-production environment and other non-production uses upon the request of the Licensee. Prior to the Edupoint Products being placed into production, the Company will provide final hardware configuration and application setup for setting proper Licensee specific application parameters and Licensee's organization specific information. Company will be responsible for ongoing re-configuration of hardware and adjustments to application setup for additional module add-ons or changes to Licensee infrastructure that require changes to the system configuration and application setup.
- 3.1.f.1 Restrictions
Licensee will have a limit as to the following configuration options in a hosted environment:
- Audit Trail: Audit detail will be kept for one year and purged after year end backup. Audit detail will impact storage requirements and may be retained longer at the Licensee discretion. Exceptions for Attendance and Grade Reporting Mark data will be retained for the current school year and purged prior to the start of the following school year.
 - Process Queue: Company recommends a maximum of 5 days but may be retained longer at the Licensee discretion. Process Queue results storage will impact space requirements.
- 3.1.g Edupoint will provide the following environment(s) to Licensee:
- 3.1.g.1 A production environment that includes access to all licensed modules;
- 3.1.g.2 A training environment includes access to all licensed modules for demonstration purposes;
- 3.1.g.3 Any additional environments (test, development, or demonstration) will have an additional cost of \$.25/student.
- 3.1.h Edupoint Product Updates
Company will provide support for the Edupoint Products through installation of Company provided modifications including remedial "Patches" or "CEs" ("Continuous Enhancements") addressing reported performance or functionality problems and "Upgrades" consisting of new releases or versions of the Edupoint Products and Additional and Middleware software issued by the vendor of that Additional and Middleware software as part of its software maintenance offering, typically indicated by a change in the numeric identifier in the version number of the software. Company will install CE and Updates in accordance with the Release Management Section set forth in Section 6.0 below in a commercially reasonable timeframe following its release of CE, new releases or versions of the Edupoint Products or Company's receipt of the CE or Update from the Additional and Middleware software vendor. In addition to administering all updates to the Edupoint Products, Company is responsible for procuring and administering vendor-provided maintenance for any Additional and Middleware software supplied by the Company under this Agreement.

3.1.i Backup

Company shall create and maintain a backup plan whereby Licensee Production Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below in Section 7.1, for the purpose of off-site archival in the case of disaster recovery.

Backup data sets will be provided to the Licensee via direct access to the secure backup data host. Company will work with the Licensee to configure, at a minimum of weekly, downloading of the backup data sets initiated from Licensee's local environment.

3.1.i.1 Backup frequency

3.1.i.1.i Full Back up once per week

3.1.i.1.ii Differential backup once per day

3.1.i.1.iii Transactional backup – every 15 minutes

3.1.i.1.iv Weekly backups retained for 4 weeks. Monthly backups retained for 12 months. Yearly backups retained for 7 years.

3.1.i.1.v Backups are retained only if Licensee has a current hosting agreement.

3.1.i.2 Backups are replicated at multiple data centers co-located across the U.S.

3.1.i.3 Recovery Point Objective is to recover the environment from backup so that mission-critical operations can continue.

3.1.i.3.i Mission-critical includes administrative and teacher usage, not parents or students.

3.1.i.4 Recovery Time Objective is 24 hours

3.1.j Disaster Recovery

Company shall maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Remote Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

3.2 Additional Hosting Models:

All services indicated in section 3.1 are included in the base hosting model – *Shared Cloud Hosting*. The base model *Shared Cloud Hosting* minimizes cost by optimizing resource utilization within the Company's Remote Data Center. Additional levels of hosting service are available for additional costs and provide added features and options. The following are the additional hosting models offered:

3.2.a Hybrid Cloud Hosting

(a) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB).

Additional (1) TB increments will be available with additional charge.

(b) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.

(c) Dedicated SQL Server is optional and available for an additional charge. This option provides a point to point VPN connection to allow direct data manipulation and extraction including selects/Inserts/Updates/Deletes.

(d) SQL Server High Availability options are available for an additional charge.

(e) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

NOTE: Other infrastructure resources can be deployed on shared resources at the Company's discretion.

3.2.b Dedicated Cloud Hosting

(a) Perform direct SQL against hosted database including selects/Inserts/Updates/Deletes provided through a point to point VPN connection.

- (b) Deploy custom software additions based on ST framework.
- (c) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB).
Additional (1) TB increments will be available with additional charge.
- (d) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.
- (e) SQL Server High Availability options are available for an additional charge.
- (f) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

3.3 Excluded Services

- (a) Support of Licensee's Client Desktops
- (b) Support or diagnosis of Licensee's Local Area Network connectivity
- (c) Licensee's Local Area Network device configuration such as proxy servers

4.0 Availability of Services

(Not applicable if Licensee selected Self Hosting.)

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

4.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

4.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

5.0 Security

For Company Application Hosting Services, Company shall operate and maintain the Edupoint Products, System Hardware, Additional and Middleware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the Application Hosting Site, including:

- (a) Firewall protection of the Application Hosting Site;
- (b) Maintenance of independent archival and backup copies of the Edupoint Products and Documentation and all Licensee Content; and
- (c) Protection from network attack or other malicious harmful or disabling data, work, code or program.

6.0 Release Management

For all Production and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- (a) Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) Written notice of application changes and modifications to screens or code;

- (c) Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- (d) Coordination of the implementation of the Change Event with the Licensee.

7.0 Proprietary Rights

7.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the data stored on the Application Hosting Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Application Hosting Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

7.2 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Application Hosting Site or Licensee Content stored on the System Hardware at the Application Hosting Site.

7.3 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Following termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Company Products and thereafter expunge all copies of the Company Products from its computing infrastructure and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that it shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

EXHIBIT C

SOFTWARE SUPPORT SERVICES

1.0 Reference to Agreement

This 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.

2.0 Fees

During the Initial Term, Company shall provide Licensee with Software Support Services according to the fees described in Exhibit A. Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Software Support Services. Company shall provide Licensee six months' notice of any proposed increase in the then applicable fee. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust services fees according to the then current services fees for the licensed Edupoint Products.

3.0 Software Support Services

Company provides software updates and support services for the current version and the immediately prior version only.

Licensee shall select one of the maintenance and support plans; Basic Plan or Premium Plan. Both the Basic Plan and the Premium Plan are based upon the Licensee providing its own first level support of the Edupoint Products, such that support requests from the Licensee's school operations and district office staff are first routed to the Licensee's internal adequately staffed and competently trained student information system support group or helpdesk. Support requests that cannot be resolved by the Licensee's internal support group will be routed to Company for resolution.

3.1 BASIC MAINTENANCE AND SUPPORT PLAN

a) Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the Edupoint Products and other Licensee software application systems so long as Company provided such interfaces to the Licensee and the Licensee has not altered such interfaces.
- For Licensee purchasing Synergy Technology maintenance, the application source code will be refreshed at the time of publication of a Continuous Enhancement (CE) or annual release.

b) Support Services Includes:

- Company Staff will be available to answer questions and resolve issues between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for non-outage issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

- The following days are recognized as Company holidays. The Company's support function will not be staffed on these days:

New Year's Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Christmas Week

3.2 PREMIUM USER CONFERENCE PLANS

These plans include everything included in the Basic Maintenance and Support Plan plus additional services as defined in the designations below: Copper, Bronze, Silver, Gold and Platinum.

- Copper: Licensee may send one (1) representative to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Bronze: Licensee may send two (2) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Silver: Licensee may send three (3) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Gold: Licensee may send four (4) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum: Licensee may send five (5) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum Plus: Licensee may send ten (10) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in Company's Users Conference must be made at least 30 days prior to the event. Travel expenses that will be paid by Company do not include parking, transportation to/from hotel or airport, incidentals at hotel, evening meals, or fees associated with travel changes made after booking. Licensee may send additional staff at Licensee's own expense.

4.0 Payment

4.1 Adjustment of Software Support Services Fees

Company may change the Support Services fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

4.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company for such services at the Company's then current standard rates.

4.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Edupoint Products and Company subsequently demonstrates the Edupoint Products conforms to specifications as described in Section 4.2 of the Agreement or Licensee is not operating the Edupoint Products within a computing infrastructure that is consistent with Company's published Hardware and Software Requirements or the Data Center Infrastructure-Analysis and Documentation, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

5.0 Major Outage

5.1 Definition of a Major Outage

A "Major Outage" is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss, corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

5.2 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

5.3 Response Time for a Major Outage

5.3.a E-support response time – within two (2) hours.

5.3.b Phone support – within one (1) hour.

6.0 Non-Major Outage

6.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

6.2 Response Time for a Non-Major Outage

6.2.a E-support response time – within two (2) business days.

6.2.b Phone support – within one (1) business day.

7.0 Modifications Excluded

Company shall not be obligated to provide support or maintenance services pursuant to this Agreement with respect to any modifications to the Edupoint Products made by Licensee or to any Licensee sponsored computer program incorporating all or any part of the Edupoint Products.

8.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Edupoint Products or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to the Application Hosting Site and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Edupoint Products and, after corrective action or replacement has taken place, and determine that the problem has been alleviated.

EXHIBIT D

IMPLEMENTATION SERVICES

This Implementation Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between **Company** and **Licensee**.

1.0 Fees

During the Term of the Agreement, Company shall provide Licensee with Implementation Services in the amount of and costs shown in Exhibit A.

2.0 Additional Implementation services

Licensee may, by agreeing to changes to the scope of work through the change management process or simply as a matter of choice, purchase additional implementation services. The daily rates shown on Attachment 2 do not include travel expenses, which will be billed monthly as actually incurred not to exceed the GSA Guidelines.

3.0 Flexible Resource Allocation

Company provides a System Implementation Methodology (SIM) which, based on Company's experience, represents the best practice approach to implementation, but Company also recognizes that one size doesn't fit all. The Licensee may have varying degrees of technical, support, and training resources of their own as well as varying abilities to make these resources available to contribute to the implementation project. The Licensee may have significant capacity to handle technical or training tasks itself, thereby freeing Company resources for more effort on another task such as converting additional years of historical data. Therefore, in order to allow the Licensee to make the best use of both its and Company's resources available for implementation, Company is providing this flexible resource allocation plan. The number of days shown in Exhibit A represents days of Company provided professional services reserved for the Licensee for each task of the implementation of the Edupoint Products, and the Licensee can influence how these days will be used over the course of the implementation project.

Upon the start of the implementation project the Company project team and the Licensee's core team will collaborate on the development of the Project Charter and Work Plan. This effort will result in agreement on the roles and responsibilities of both parties, which will in turn result in the most prudent allocation of both Company's and Licensee's resources. Once completed, the Project Charter and Work Plan become the baseline for the implementation project, which begins when this baseline has been established and approved by both Licensee and Company.

4.0 Standard Data Conversion

Standard data conversion is defined as the conversion of the Licensee's legacy system's complete current year plus enrollment and transcript history for the prior three years. Historical special education data may be converted to PDF documents, stored and retrievable with the student's record in the Edupoint Products. Company's data conversion service includes the conversion of all data necessary to allow schools to start using the Edupoint Products, and allow complete and accurate outputs; e.g., school and district level reports for each functional category, and state and federal reports. Conversion of additional historical or other data is available at additional cost based on Company's daily rates.

5.0 Third Party Integration/Interfaces

Company's system implementation methodology includes required third-party integration between the Edupoint Products and other application systems through re-use of interface/integration techniques that have already been developed by Company or which can be met by implementation project staff using available extract, transform, and load utilities/queries. Custom interfaces/integrations (between Edupoint Products and other software applications from either 3rd parties or developed by the Licensee) and custom reports are defined as any interface/integration or report which requires Company developers to write software code. Custom interfaces can be provided at additional cost based on Company's daily rates.

6.0 Custom Development

Edupoint License Agreement

Company's System Implementation Methodology is based upon Licensee implementing the Edupoint Products as a true COTS solution limiting customizations to those that can be realized through the powerful application setup flexibility built into the Edupoint Products. Licensee uses the Edupoint Products as a true COTS solution requiring no vendor customization, either before or after implementation. As such, no custom development has been included in Exhibit A. Once the COTS solution has been implemented, the Company (if initiated by Licensee) will provide its process consulting experts to work with the Licensee (using the change management process) to price and schedule any required customizations. The Licensee also has the option of licensing the Company's Synergy Technology Application Development Platform and application source code within the solution, giving the Licensee the ability to develop its own extensions and customizations to the Edupoint Products.

7.0 Payment Terms

7.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

7.2 Travel Expenses

Licensee agrees to pay Company for the following actual and reasonable travel expenses incurred for Company personnel to travel to Licensee's facilities: (a) unless otherwise agreed to by Licensee in writing and in advance, non-refundable, 14 days' advance purchase and coach class air fare; (b) a standard room at a moderate expense motel room within ten miles of Licensee's facilities; (c) a single, compact class, rental car for all Company employees traveling to Licensee's facilities that day; (d) meals in accordance with the Business Expense Policy attached hereto as Attachment 1; and (e) parking expense at an off-site parking vendor at the airport from which Company personnel fly to Licensee's facilities. No other travel expenses shall be paid by Licensee without Licensee's advance approval. Licensee shall not be responsible for any telephone charges.

Attachment 1

BUSINESS EXPENSE POLICY

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Company to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses

The Company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimburse for miles driven.

Travel Expenses:

The Company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the Company will not reimburse business- or first-class tickets or upgrades.

Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals

The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates. Meals and Incidentals not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for four days to a location with a \$59 rate would have a trip not to exceed amount of \$236 for the trip (\$59*4). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m. local time, and is completed after 7:00 p.m. local time. Partial days will be reimbursed using the GSA Meals and Incidental Expense Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

Attachment 2

STANDARD BILLING RATES

Version 18, Effective January 1, 2017

Standard Billing Rates are subject to revision by Edupoint on January 1st of each year. This list includes daily rates for services performed by an Edupoint representative. Edupoint invoices its clients as services are performed and expenses are incurred. Except as noted below, all services are billed at a minimum of one-half (1/2) day's rate.

Job Functions	Rates
1) <u>EXECUTIVES</u>	\$2,000/Day
2) <u>SENIOR TECHNICAL EXPERTS</u>	\$2,000/Day
3) <u>PROJECT MANAGERS</u>	\$1,750/Day
4) <u>TECHNICAL EXPERTS</u>	\$1,500/Day
5) <u>SUBJECT MATTER EXPERTS</u>	\$1,500/Day
6) <u>DEVELOPERS</u>	\$1,500/Day
7) <u>DATA CONVERSION SPECIALISTS</u>	\$1,500/Day
8) <u>PRODUCT SPECIALISTS</u>	\$1,500/Day
9) <u>TRAINERS</u>	\$1,500/Day
10) <u>ADMINISTRATIVE SUPPORT</u>	\$750/Day

NOTE:

Travel Day

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

Expenses

All expenses will follow the guidelines set forth in Attachment 1.

Attachment 4

NON-EMPLOYEE/AGENT ACCESS CONSENT FORM

THIS AGREEMENT is made as of _____, between <COMPANY NAME/CONTRACTOR>, <DISTRICT>, and Edupoint Educational Systems, LLC.

WHEREAS, <COMPANY NAME/CONTRACTOR> ("Contractor") is providing services for <DISTRICT>, ("District") in connection with Edupoint Educational Systems, LLC ("Edupoint") Licensed Software Products specifically set forth in Exhibit A of the Software License Agreement dated _____.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

CONFIDENTIAL AND VALUABLE SUBSTANCE – Contractor recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL. Edupoint is desirous of maintaining rigorous control over the Licensed Software Products. Contractor, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Contractor shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
2. Contractor shall restrict access to the Licensed Software Product to only those employees of the Contractor who must have such access in order to perform their specific duties or obligations pursuant to the Contractor's business. Contractor agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
3. Contractor agrees that it will take all reasonable precautions to ensure that non-Contractor personnel, including non-employee agents of Contractor, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Edupoint. Edupoint agrees that it will not unreasonably withhold such consent.
4. Contractor shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Edupoint and shall not, without the prior written permission of Edupoint, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes).
5. Contractor agrees to notify Edupoint immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Contractor shall promptly furnish Edupoint with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Edupoint in any litigation or other proceedings deemed necessary by Edupoint to protect Proprietor's rights.

NO LICENSE - Nothing in this Agreement is intended to grant any rights to Contractor under any patent, mask work right or copyright of Edupoint, nor shall this Agreement grant Contractor any rights in or to Confidential Information except as expressly set forth herein.

TERM - This Agreement shall survive until the termination of the License Agreement.

REMEDIES - The Contractor acknowledge that in the event of any breach or threatened or reasonably anticipated breach of this Agreement, the resulting damage to Edupoint would be difficult or impossible to quantify and remedy at law, and therefore, in addition to any other rights or remedies available hereunder, Edupoint shall be entitled to injunctive and other equitable relief and to recover from Contractor its reasonable attorneys' fees and costs incurred in connection with enforcement of this Agreement.

Edupoint License Agreement

MISCELLANEOUS - This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto.

Edupoint Educational Systems, LLC

<Company Name/Contractor>

<District>

Attachment 5

CHANGE MANAGEMENT PROCEDURE

Version 1.2

Whichever party to this Agreement identifies a potential change to the Edupoint Products or the Project Charter and Work Plan, that party will document the potential change, thereby initiating a change request under this process. The change request will be presented to the Licensee's project management for approval to proceed with an initial analysis by Company.

Once the Licensee has authorized the change request, Company will proceed with an initial analysis and complete the initial change request by specifying the change type, feasibility analysis, initial estimate of the cost to first develop detailed specifications and then implement the change, and potential impact an effort to execute the change would have on already adopted project timelines. Company will complete this initial analysis at no cost to the Licensee.

Company will present the results of the initial analysis to the Licensee's team and that team will, if it decides to move the change request forward in this process, authorize Company to proceed with the development of detailed specifications and finalization of cost and timeline impacts.

Company will, if the change request is authorized by the Licensee, proceed with the development of functional and other detailed specifications with the full aid and assistance of appropriate Licensee staff. Company will also finalize the initial cost estimate into a cost commitment, and determine the timeline required to implement the change. All of this information will be presented to the Licensee, as a final change request. Costs incurred by Company in preparation of the final change request will be applied as a credit to the actual costs of implementing the change should the Licensee move forward with the change, except in the case of custom development work. For custom development, the following guidelines apply:

1. If the Licensee authorizes completion of the customization work, the cost to create the Functional Specifications Document (FSD) will be discounted by 50 percent and will be payable upon delivery of the customization.
2. If the quote provided following receipt of the FSD approval exceeds the customization estimate by 50 percent or more, and the Licensee therefore elects not to authorize the customization, the cost of the FSD will be discounted by 50 percent.

Otherwise the Licensee will be responsible for these costs, and will pay Company as per the payment terms provided in this Agreement.

Amendment 1
To
EDUPOINT SOFTWARE LICENSE AGREEMENT

SUBSCRIPTION
Version 17.0

1. This Agreement represents first-in-state pricing for Licensee and, as such, represents special discounts available only to Licensee.
2. This Agreement may be used by other Florida entities (school districts or consortiums) to license Synergy through Florida Intergovernmental or piggyback provisions. Subscription license pricing for future Licensees will be based on the following price structure:

Core SIS	
PK-12 Student Information TeacherVUE with Gradebook ParentVUE/StudentVUE portals and mobile applications	\$5.50/student
Optional Modules	
PK-12 Student Special Education	\$1.75/student
Online Student Registration	\$1.50/student
Assessment	\$1.75/student
LessonVUE Learning Management System	\$1.75/student
RTI	\$2.50/student
Analytics	\$3.75/student

For Districts with greater than 20,000 students, volume discounts ranging from 5-15% may be applied based on modules licensed in original contract.

3. Item 3.1, Payment Terms, is amended as follows:
Licensee will pay Company or Company's authorized licensor the License Fees as provided in Exhibit A. All payments are due within 45 days of the invoice date.
4. Item 3.2, Taxes, is amended as follows:
All amounts set forth for payment are exclusive of applicable sales and similar taxes. Licensee is currently a tax-exempt organization, but should that change in the future, Licensee agrees to pay any and all amounts equal to 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.
5. Item 4.0, Indemnification and Warranty, is amended to include Addendum A.
6. Item 6.0, Choice of Law, is amended as follows:
This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the State of Florida, without reference to the rules of conflicts of law thereof.

**“ADDENDUM A”
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
 \$1,000,000.00 per occurrence
 \$2,000,000.00 aggregate

2. Auto Liability Policy:
 \$1,000,000.00 combined single limit
 \$5,000,000.00 charter or common carrier

3. Worker’s Compensation Policy:
 \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker’s Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance (“COI”) shall

name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, 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, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ADDENDUM B
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum B" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum B" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

95.11 Limitations other than for the recovery of real property.—Actions other than for recovery of real property shall be commenced as follows:

- (1) WITHIN TWENTY YEARS.**—An action on a judgment or decree of a court of record in this state.
- (2) WITHIN FIVE YEARS.**—
 - (a)** An action on a judgment or decree of any court, not of record, of this state or any court of the United States, any other state or territory in the United States, or a foreign country.
 - (b)** A legal or equitable action on a contract, obligation, or liability founded on a written instrument, except for an action to enforce a claim against a payment bond, which shall be governed by the applicable provisions of paragraph (5)(e), s. 255.05(10), s. 337.18(1), or s. 713.23(1)(e), and except for an action for a deficiency judgment governed by paragraph (5)(h).
 - (c)** An action to foreclose a mortgage.
 - (d)** An action alleging a willful violation of s. 448.110.
 - (e)** Notwithstanding paragraph (b), an action for breach of a property insurance contract, with the period running from the date of loss.
- (3) WITHIN FOUR YEARS.**—
 - (a)** An action founded on negligence.
 - (b)** An action relating to the determination of paternity, with the time running from the date the child reaches the age of majority.
 - (c)** An action founded on the design, planning, or construction of an improvement to real property, with the time running from the date of actual possession by the owner, the date of the issuance of a certificate of occupancy, the date of abandonment of construction if not completed, or the date of completion of the contract or termination of the contract between the professional engineer, registered architect, or licensed contractor and his or her employer, whichever date is latest; except that, when the action involves a latent defect, the time runs from the time the defect is discovered or should have been discovered with the exercise of due diligence. In any event, the action must be commenced within 10 years after the date of actual possession by the owner, the date of the issuance of a certificate of occupancy, the date of abandonment of construction if not completed, or the date of completion of the contract or termination of the contract between the professional engineer, registered architect, or licensed contractor and his or her employer, whichever date is latest. However, counterclaims, cross-claims, and third-party claims that arise out of the conduct, transaction, or occurrence set out or attempted to be set out in a pleading may be commenced up to 1 year after the pleading to which such claims relate is served, even if such claims would otherwise be time barred. With respect to actions founded on the design, planning, or construction of an improvement to real property, if such construction is performed pursuant to a duly issued

building permit and if a local enforcement agency, state enforcement agency, or special inspector, as those terms are defined in s. 553.71, has issued a final certificate of occupancy or certificate of completion, then as to the construction which is within the scope of such building permit and certificate, the correction of defects to completed work or repair of completed work, whether performed under warranty or otherwise, does not extend the period of time within which an action must be commenced. Completion of the contract means the later of the date of final performance of all the contracted services or the date that final payment for such services becomes due without regard to the date final payment is made.

(d) An action to recover public money or property held by a public officer or employee, or former public officer or employee, and obtained during, or as a result of, his or her public office or employment.

(e) An action for injury to a person founded on the design, manufacture, distribution, or sale of personal property that is not permanently incorporated in an improvement to real property, including fixtures.

(f) An action founded on a statutory liability.

(g) An action for trespass on real property.

(h) An action for taking, detaining, or injuring personal property.

(i) An action to recover specific personal property.

(j) A legal or equitable action founded on fraud.

(k) A legal or equitable action on a contract, obligation, or liability not founded on a written instrument, including an action for the sale and delivery of goods, wares, and merchandise, and on store accounts.

(l) An action to rescind a contract.

(m) An action for money paid to any governmental authority by mistake or inadvertence.

(n) An action for a statutory penalty or forfeiture.

(o) An action for assault, battery, false arrest, malicious prosecution, malicious interference, false imprisonment, or any other intentional tort, except as provided in subsections (4), (5), and (7).

(p) Any action not specifically provided for in these statutes.

(q) An action alleging a violation, other than a willful violation, of s. 448.110.

(4) WITHIN TWO YEARS.—

(a) An action for professional malpractice, other than medical malpractice, whether founded on contract or tort; provided that the period of limitations shall run from the time the cause of action is discovered or should have been discovered with the exercise of due diligence. However, the limitation of actions herein for professional malpractice shall be limited to persons in privity with the professional.

(b) An action for medical malpractice shall be commenced within 2 years from the time the incident giving rise to the action occurred or within 2 years from the time the incident is discovered, or should have been discovered with the exercise of due diligence; however, in no event shall the action be commenced later than 4 years from the date of the incident or occurrence out of which the cause of action accrued, except that this 4-year period shall not bar an action brought on behalf of a minor on or before the child's eighth birthday. An "action for medical malpractice" is defined as a claim in tort or in contract for damages because of the death, injury, or monetary loss to any person arising out of any medical, dental, or surgical diagnosis, treatment, or care by any provider of health care. The limitation of actions within this subsection shall be limited to the health care provider and persons in privity

with the provider of health care. In those actions covered by this paragraph in which it can be shown that fraud, concealment, or intentional misrepresentation of fact prevented the discovery of the injury the period of limitations is extended forward 2 years from the time that the injury is discovered or should have been discovered with the exercise of due diligence, but in no event to exceed 7 years from the date the incident giving rise to the injury occurred, except that this 7-year period shall not bar an action brought on behalf of a minor on or before the child's eighth birthday. This paragraph shall not apply to actions for which ss. 766.301-766.316 provide the exclusive remedy.

(c) An action to recover wages or overtime or damages or penalties concerning payment of wages and overtime.

(d) An action for wrongful death.

(e) An action founded upon a violation of any provision of chapter 517, with the period running from the time the facts giving rise to the cause of action were discovered or should have been discovered with the exercise of due diligence, but not more than 5 years from the date such violation occurred.

(f) An action for personal injury caused by contact with or exposure to phenoxy herbicides while serving either as a civilian or as a member of the Armed Forces of the United States during the period January 1, 1962, through May 7, 1975; the period of limitations shall run from the time the cause of action is discovered or should have been discovered with the exercise of due diligence.

(g) An action for libel or slander.

(5) WITHIN ONE YEAR.—

(a) An action for specific performance of a contract.

(b) An action to enforce an equitable lien arising from the furnishing of labor, services, or material for the improvement of real property.

(c) An action to enforce rights under the Uniform Commercial Code—Letters of Credit, chapter 675.

(d) An action against any guaranty association and its insured, with the period running from the date of the deadline for filing claims in the order of liquidation.

(e) Except for actions governed by s. 255.05(10), s. 337.18(1), or s. 713.23(1)(e), an action to enforce any claim against a payment bond on which the principal is a contractor, subcontractor, or sub-subcontractor as defined in s. 713.01, for private work as well as public work, from the last furnishing of labor, services, or materials or from the last furnishing of labor, services, or materials by the contractor if the contractor is the principal on a bond on the same construction project, whichever is later.

(f) Except for actions described in subsection (8), a petition for extraordinary writ, other than a petition challenging a criminal conviction, filed by or on behalf of a prisoner as defined in s. 57.085.

(g) Except for actions described in subsection (8), an action brought by or on behalf of a prisoner, as defined in s. 57.085, relating to the conditions of the prisoner's confinement.

(h) An action to enforce a claim of a deficiency related to a note secured by a mortgage against a residential property that is a one-family to four-family dwelling unit. The limitations period shall commence on the day after the certificate is issued by the clerk of court or the day after the mortgagee accepts a deed in lieu of foreclosure.

(6) LACHES.—Laches shall bar any action unless it is commenced within the time provided for legal actions concerning the same subject matter regardless of lack of

knowledge by the person sought to be held liable that the person alleging liability would assert his or her rights and whether the person sought to be held liable is injured or prejudiced by the delay. This subsection shall not affect application of laches at an earlier time in accordance with law.

(7) FOR INTENTIONAL TORTS BASED ON ABUSE.—An action founded on alleged abuse, as defined in s. 39.01, s. 415.102, or s. 984.03, or incest, as defined in s. 826.04, may be commenced at any time within 7 years after the age of majority, or within 4 years after the injured person leaves the dependency of the abuser, or within 4 years from the time of discovery by the injured party of both the injury and the causal relationship between the injury and the abuse, whichever occurs later.

(8) WITHIN 30 DAYS FOR ACTIONS CHALLENGING CORRECTIONAL DISCIPLINARY PROCEEDINGS.—Any court action challenging prisoner disciplinary proceedings conducted by the Department of Corrections pursuant to s. 944.28(2) must be commenced within 30 days after final disposition of the prisoner disciplinary proceedings through the administrative grievance process under chapter 33, Florida Administrative Code. Any action challenging prisoner disciplinary proceedings shall be barred by the court unless it is commenced within the time period provided by this section.

(9) SEXUAL BATTERY OFFENSES ON VICTIMS UNDER AGE 16.—An action related to an act constituting a violation of s. 794.011 involving a victim who was under the age of 16 at the time of the act may be commenced at any time. This subsection applies to any such action other than one which would have been time barred on or before July 1, 2010.

(10) FOR INTENTIONAL TORTS RESULTING IN DEATH FROM ACTS DESCRIBED IN S. 782.04 OR S. 782.07.—Notwithstanding paragraph (4)(d), an action for wrongful death seeking damages authorized under s. 768.21 brought against a natural person for an intentional tort resulting in death from acts described in s. 782.04 or s. 782.07 may be commenced at any time. This subsection shall not be construed to require an arrest, the filing of formal criminal charges, or a conviction for a violation of s. 782.04 or s. 782.07 as a condition for filing a civil action.

(11) COURT COSTS AND FINES.—Notwithstanding subsection (1), an action to collect court costs, fees, or fines owed to the state may be commenced at any time.



EDUPEDU-01

DGARRISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Mahoney Group - Mesa 1835 South Extension Road Mesa, AZ 85210	CONTACT NAME: Doris Garrison PHONE (A/C, No, Ext): (480) 730-4920 FAX (A/C, No): (480) 730-4929 E-MAIL ADDRESS:													
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INSURED Edupoint Educational Systems LLC 1955 S Val Vista Dr Ste 200 Mesa, AZ 85204														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSB	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	35916544	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73578640	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79871481	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71707458	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by a written contract or agreement, the School Board of Clay County, Florida is an additional insured on general liability including 30 day notice of cancellation per attached forms 80-02-2367 (5-07); 80-02-9779(3-11) ✓

CERTIFICATE HOLDER

School Board of Clay County
 900 Walnut Street
 Green Cove Springs, FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Nancy Dupon Clark

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

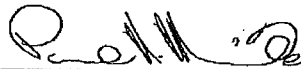
Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED,
PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE
WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions
(continued)

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

All other terms and conditions remain unchanged.

Authorized Representative

