



LMS Product Schedule - CLMS001

This Product Schedule is hereby incorporated into the Software License Agreement entered on October 7, 2011 ("Agreement") as executed by **Focus School Software, LLC.**, ("**Focus**") and the Licensee as listed below. In accordance with the provisions of this Product Schedule and the Master Agreement and subject to Licensee's compliance with both, **Focus** grants Licensee a license for the Product(s) as listed below. Unless otherwise specified, this Product Schedule supersedes any prior Product Schedules for the Product(s) as listed below and to the extent that any provision of this Product Schedule conflicts with the Software License Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein.

Licensee	The School Board of Clay County Florida			
Product(s) & Designated Hardware	Focus School Software LMS Any computer(s), at the License Site listed below.			
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates. Special Limitations – If any. Other restrictions apply as listed in this Product Schedule.			
License Site	Site URL designated by LICENSEE.			
Site	814 Walnut Street, Green Cove Springs, FL 32043			
License Type	Term License			
License Term	The LMS feature of FOCUS shall be activated on or before May 15, 2015 for no additional change, and the School District of Clay County will add the services detailed below to coordinate with the renewal of our existing contract. This agreement will be in place for the period of one year, to be renewed each year unless terminated by written request. The effective date for first year billing will be July 1, 2015.			
License Fee	Focus LMS \$2.00 per student @ 35,019 Students License Fee: 70,038.00			
Implementation Services	Total Implementation Services			
	Service	Rate	Units	Total
	Project Management	\$1,800.00	2	\$3,600.00
	Training	\$1,250.00	3	\$3,750.00
	Off Site Project Management Support	\$750.00	3	\$2,250.00
	Total - \$9,600.00			
Total LMS First Year Costs (includes implementation services)	\$79,638.00 To be paid upon Product Schedule Execution in accordance with License Term above.			
Future Years	\$0.75 per student per year			



This Product Schedule is subject to the following Terms and Conditions:

- Use Review: Upon reasonable notice, Licensee shall grant **Focus** access to its pertinent files, libraries and records, as produced from the Product(s), to perform a review of the Product (“Use Review”). All information obtained during a Use Review shall be treated as confidential.
- Third Party Code: Notwithstanding anything to the contrary in this Product Schedule or the Master Agreement, Product(s) and applicable modules licensed herein may contain code licensed by **Focus** from a third party for license with Product(s) to end users (“Third Party Code”). Licensee agrees that if Product(s) contain Third Party Code, such Third Party Code is the Confidential Information of **Focus**’s licensor and that Licensee’s obligations with respect to the Title, Proprietary Rights and Confidentiality section of the Master Agreement shall apply with respect to such Third Party Code as if such Third Party Code was owned by **Focus** and was a part of Product(s) licensed from **Focus** pursuant to this Product Schedule; that title to such Third Party Code shall at all times remain with the owner of such Third Party Code; that Licensee may not use the Third Party Code separate from Product(s) or applicable module containing such code; that Licensee agrees not to translate, reverse compile, reverse assemble or otherwise reverse engineer the Third Party Code or permit others to do or attempt to do the same; that the section(s) pertaining to limitation /exclusion of damages/liabilities shall apply to such Third Party Code and Licensee agrees that **Focus**’s licensor shall be excluded from any liability and/or indemnification obligations and to look exclusively to **Focus** (as set forth and limited in the Master License Agreement) for remedy of and indemnification for damages caused by such Third Party Code. **Focus** makes no representations or warranties on behalf of **Focus**’s third party vendors, but **Focus**’s indemnities, warranties, and maintenance obligations for Product(s) licensed under this Product Schedule will apply to such Third Party Code as between **Focus** and Licensee.
- Headings: Headings or titles to Sections herein are for convenience and/or reference only and shall not affect the meaning or interpretation of this Product Schedule or any part of it.
- Acceptance: All Products shall be deemed accepted by Licensee upon execution of the Product Schedule.

The parties agree that the prices, terms and special conditions contained in this Product Schedule constitute Confidential Information under the Master Agreement.

ACCEPTED BY LICENSEE:	ACCEPTED BY FOCUS :
Signature	Signature
Johnna McKinnon	Name
Chairman, School Board School District of Clay County	Title
Date	Date