



### Santa Rosa County District Schools LMS Product Schedule

This Product Schedule is hereby incorporated into Master License Agreement Number SRCD-001 ("Agreement") as executed by **Focus School Software, Inc.**, ("**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 Master Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein. Licensee may not terminate this Product Schedule except in the case of a breach of the Master Agreement by **Focus** that remains uncured for thirty (30) days after **Focus** has received written notice of the breach.

Licensee	Santa Rosa County District Schools			
	Focus School Software LMS - Any computer(s), at the License Site listed below.			
Product(s) & Designated Hardware	Includes: Lesson Planner, Units and Lessons, Assessment System, Common Cartridges (Import & Reorganize), Discussion Forms, Mobile App, and State Item Bank			
License Scope & Capacity	<b>General Scope</b> - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates. <b>Special Limitations</b> – If any.  Other restrictions apply as listed in this Product Schedule.			
License Site	Site URL designated by LICENSEE.			
Site	6032 Hwy. 90 Milton, FL 32570			
License Type	Enterprise License			
License Term	The five (5) years beginning and ending on September 1, 2020 – August 30, 2025 subject to the termination provisions of the Master Agreement. In the case where Licensee's governing documents and/or applicable law requires that a contract term in excess of one year be subject to annual school board approval, License agrees that such approval shall not be unreasonably or arbitrarily withheld.			
License Fee (Includes First Year Maintenance)	<b>LMS (\$6.00 per student @ <u>26,740</u> students) \$160,440.00</b>			
Implementation Services	<b>Total Implementation Services</b>			
	Service	Rate	Units	Total
	Project Management	\$1,800.00	2	\$3,600.00
	Project Management Support	\$1,250.00	3	\$3,750.00
	User Training	\$1,250.00	3	\$3,750.00
	<b>TOTAL</b>		<b>\$11,100.00</b>	
Total LMS First Year Costs (includes implementation services)	Licensee shall pay <b>Focus</b> as follows: <u>FOCUS/LMS Year One License + Implementation Fee:</u>  <b>\$171,540.00: Due upon Contract Execution:</b>			

<p><b>Annual Maintenance and Support</b></p>	<p><u>YEAR 2-5 LMS SUPPORT AND MAINTENANCE FEE:</u>  Year 2: \$1.50 per student, based on student count, Invoiced September 1, 2021  Year 3: \$1.50 per student, based on student count, Invoiced September 1, 2022  Year 4: \$1.50 per student, based on student count, Invoiced September 1, 2023  Year 5: \$1.50 per student, based on student count, Invoiced September 1, 2024</p> <p>Licensee acknowledges that the License Fee in this Product Schedule is discounted, based on Licensee's commitment to pay the License Fee for the specified License Term. Licensee agrees to pay any applicable taxes associated with the License Fee. For the 2nd installment and beyond, <b>Focus</b> will invoice Licensee at least thirty (30) days prior to the listed due date. Any amounts due under this Product Schedule which remain unpaid ten (10) days after the date due shall be subject to a late fee of 1.5% of the amount of the original invoice per month.</p>
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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.

For the purposes of performing the above review only, Focus is hereby designated a school official for the purposes of receiving limited confidential student information and Focus shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. Focus acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purpose listed in this paragraph and for no other purpose. Upon the completion of the services, Focus shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As Focus will be receiving student information that is otherwise confidential, Focus shall fully comply with the requirements of § 1002.22 and § 1002.221, Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

Further, Focus for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by Focus, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that Focus shall either intentionally or negligently violate this provision, or § 1002.22 or § 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon Focus until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

- 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 received by Licensee upon execution of the Product Schedule and delivery.

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 <b>FOCUS</b> :
Signature	Signature
Name	Name
Title	Title
Date	Date