



LICENSE AND SERVICE AGREEMENT

This License and Service Agreement ("Agreement") is entered into this ____ day of _____, 2018, by and between **ACCELIFY SOLUTIONS LLC**, (hereinafter "Provider") and Santa Rosa County District Schools (hereinafter "Customer").

INTRODUCTION

WHEREAS, the Provider is the operator and owner of certain software (hereinafter the "Software") and provides related services (hereinafter the "Services").

WHEREAS, Customer is interested in contracting with Provider in order to obtain the Software and Services in Customer's organization.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Administrative Contact" means the individual authorized by Customer to receive and provide information required to administer this Agreement.

1.2 "Agreement" means this License Agreement.

1.3 "Authorized User" means the individual(s) authorized to access the Software on behalf of the Customer according to the terms of this Agreement.

1.4 "Customer Data" means documents, information and data submitted to Provider by Customer for processing through the Software and/or documents, information and data input or maintained in the Software by Customer.

1.5 "Effective Date" means the date upon which this Agreement has been executed by both the Provider and the Customer.

1.6 "IEP" means a special education student's Individualized Education Plan, Individual Service Plan, or Individual Infant Service Plan.

1.7 "Password" means the License code provided to Customer's Authorized Users to enable access to the Software.

1.8 "Personal User Identification" means the identification code given to Customer's Authorized Users.

1.9 "Escalation List" means a list of contacts and contact information of Provider's senior leadership.

1.10 "Software" means such software modules selected by Customer on Appendix A which is hereby incorporated by reference as if fully set out herein.



1.11 “Service” means such services as are outlined herein.

1.12 “Implementation Schedule” means the schedule to be mutually agreed upon by Customer and Provider for the implementation of the Software.

ARTICLE II SOFTWARE LICENSE AND RELATED TRAINING

2.1 Commencing on the Effective Date, Customer shall have the nonexclusive right, for the purposes and subject to the terms and conditions stated in this Agreement, for Customer’s Authorized Users to obtain access to and use the Software.

2.2 Provider will provide Training to Customer and Customer’s Authorized Users based on the Implementation Schedule to be mutually agreed upon by Provider and Customer. Provider will provide onsite “train the trainer” training on all elements of the system listed on Appendix A. Additionally, in the first year implementation of the Software, Provider will provide on-site training for groups of users for each relevant component of the Software based on the Implementation Schedule. Provider and Customer will endeavor to schedule mutually agreeable training schedules. Additionally, Provider will provide additional electronic training opportunities via webinar or teleconference as may be mutually agreed to by the parties. Provider will make necessary training materials available on the client website for access by Authorized Users. Each contract year, Provider will provide additional on-site training opportunities for new users and will make electronic training options available to all users.

2.3 Hosting, Enhancement and Maintenance.

(a) The Software will be hosted for the Customer for the term of the Agreement commencing with the Effective Date.

(b) Help Desk Services: Both telephone and online Help Desk service will be provided for the duration of this Agreement. Help Desk hours are Monday through Friday 8:00 a.m. through 5:00 p.m., Eastern Time, excluding Provider’s holidays. During these hours, Provider shall endeavor to respond to Help Desk inquiries within 24 hours of receipt (weekends and holidays excluded). Additionally, Authorized Users and the Project Liaison will be provided an email address for our Help Desk. Response to the email requests will be made within one (1) business day of the request being made. The Project Liaison will be given an Escalation List including the contact information for Provider’s leadership team in the event of an emergent situation.

(c) It is anticipated that enhancements to the Software will be ongoing.

2.4 It is understood and agreed that maintenance may be required from time to time and Provider will provide Customer with reasonable prior notice of such maintenance. It is also understood that emergency maintenance may be required and, in such case, prior notice of such maintenance will not be provided to Customers if impossible to provide such notice.

2.5 Project Liaison. The Customer will assign a Project Liaison to Provider who has decision-making authority – or who reports directly to someone who has such authority – with respect to any matters concerning Provider’s work for the Customer. This Project Liaison will serve as Provider’s primary point-of-contact with the Customer.



2.6 Project-Related Tasks: Throughout the time that Provider is providing services and assistance to the Customer, the Customer will be responsible for the following project-related tasks:

- (a) Furnishing all of the data and/or documents that Provider needs in order to meet its obligations with respect to this Agreement;
- (b) Being responsible for the performance of its employees and agents and for the accuracy and completeness of all of the data and/or documentation that they provide to Provider;
- (c) Being responsible for informing its employees of all relevant privacy regulations and policies;
- (d) Providing appropriate facilities for Provider, at no cost to Provider, to provide “Training Programs” for any of the Customer’s staff who will be utilizing Software; and
- (e) Providing other reasonable assistance as requested by Provider.

ARTICLE III FEES AND PAYMENT TERMS

3.1 License Fee.

- (a) In consideration for the license to obtain access to and use the Software as provided herein, and receive the Services described herein, Customer agrees to pay Provider the License Fees and Service Fees identified in the Fee Schedule attached as Appendix A.
- (b) All fees identified in the Fee Schedule shall be remitted to Provider within thirty (30) days of delivery of Provider’s invoice to Customer.
- (c) Said invoices shall be eligible for submission based on the schedule outlined in Appendix A.
- (c) Customer shall timely make all payments to Provider as required pursuant to the Agreement.
- (d) The Customer has final approval authority for this Agreement and for the payment of any fees accrued under this Agreement.

ARTICLE IV TERM AND TERMINATION

4.1 This Agreement shall be in effect between the Provider and the Customer beginning with the Effective Date and terminating thirty-six (36) months from the Effective Date. This agreement will renew automatically for additional twelve (12) month periods providing that neither party provides a notice of non-renewal to the other party at least sixty (60) days prior to the then current period. Customer may terminate this contract at any time upon thirty (30) day notice in writing, with termination being effective at the end of the then current twelve (12) month period.



ARTICLE V
CUSTOMER DATA AND USE OF SOFTWARE

5.1 Provider agrees to apply with all federal and state privacy requirements including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 20 USC §1232(g) and Education Code §§49060, et seq. and any relevant state statutes.

(a) Guidelines for User Access: Provider’s software will be secured by SSL security certificates using the then latest security standards. All users will be authenticated through usernames and passwords contained in a secure environment within the Software. Authorized users will have access only to the student information relevant to the completion of their duties. User access and permissions will be maintained by Provider within the Software and requests for new users will be made directly by the Project Liaison or a party designated by the Project Liaison for such a purpose. Customer shall maintain sole responsibility for informing Authorized Users of its privacy policy and procedures. Customer shall maintain sole responsibility for informing Provider of the need to deactivate User Accounts.

(b) Privacy Compliance Standards: Provider’s Software, and all Customer data are all hosted in a high-security, top tier facility to insure the security of Customer data. All data transfers to and from Customer systems are managed using either a secure Application Programming Interface (“API”) or a Secure File Transfer Protocol server (“SFTP”). Within the Software, each user has access only to the specific student data required to carry out their role within the Customer environment. Multiple levels of administrative access can be maintained in the Software and each level can be given specific access to sub-sets of the Customer data without providing access to all system data.

(c) Privacy Policy: Accelify is committed to maintaining the confidentiality and security of all user and student data in its possession in accordance with all applicable state and federal regulations, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 20 USC §1232(g) and Education Code §§49060, et seq. ACCORDINGLY, ACCELIFY DOES NOT, AND WILL NOT, USE ANY SUCH DATA IN ANYWAY OTHER THAN IN CONNECTION WITH THE PERFORMANCE OF ITS CONTRACTUAL DUTIES TO ITS CLIENTS OR TO OTHERWISE MEET THE PROPER LEGAL REQUEST OF ANY RELEVANT GOVERNMENTAL AGENCY. In addition, Accelify does not and will not sell or transfer any user or student data for any purpose whatsoever. All Accelify systems contain “Terms of Use Agreements” setting forth the confidentiality requirements and obligations to its user base. Additionally, Accelify ensures that its employees comply with all confidentiality and record security requirements by having them sign a Student Records Security and Confidentiality Agreement and receiving specific training on record security.

(d) Privacy and Security Audits: Provider maintains a log of all access and transactions that relate to Customer data to provide the Customer the ability to audit such records. Customer may request access to this data at any time during the term of the Agreement and after the termination of the Agreement until such time as the data is purged from the Software (as defined in 5.1(f) below).

(e) Breach Planning, Notification and Remediation Policy: Provider maintains a proactive anti-breach process to identify the possibility of attempts to breach the Software. This includes active monitor of server login activity attempts, transaction spike reporting, and IP address scans. Upon identification of any potential breach, active “anti-hacking” countermeasures are employed to maintain the safety of Customer data. In the event of a breach, Providers systems administrators will notify all affected clients, using the Project Liaison, within forty-eight (48) hours of the identification of



the breach. Any breached system will be immediately taken “off-line” until the source or cause of the breach is identified and specific remediation process have been outlined and approved by any affected client.

(f) Information Storage, Retention and Disposition Policy: Provider maintains all Customer data within a secure data storage facility on Provider’s servers. These servers are backed up within the data center on a continuous basis and are backed up to a separate secure server no less than daily. Any transfer of data is performed using API or SFTP process to ensure data security. Upon termination of this Agreement, user accounts are disabled to protect the Customer data and Provider returns all Customer data to Customer as provided herein in ASCII format. Other than as may be required by law, Customer data is then purged from Provider’s Software within thirty (30) days of the return of Customer data to Customer.

ARTICLE VI **PROVIDER’S PROPRIETARY RIGHTS IN SOFTWARE/NONDISCLOSURE**

6.1 Customer acknowledges that the Software is the property of the Provider and that the value of the Software is in part determined by the Provider’s ability to limit access to and use of the Software.

6.2 With the exception of Non-public agencies and/or service providers in which the Customer’s students are placed, the Customer agrees not to disclose or make available to any third party any of Provider’s proprietary property to which Customer is granted access pursuant to this Agreement, including, without limitation, manuals and instructions for operation of the Software, knowledge of operating methods, Passwords, Personal User Identification, and the names and designations of any equipment comprising the system.

6.3 To further protect the Provider’s Proprietary Rights in the Software, Customer agrees to restrict access to the Software to Customer’s Authorized Users. In addition, Customer agrees to advise each Authorized User before he or she receives access to the Software, of the obligations of Customer under this Agreement and require each Authorized User to maintain those obligations.

6.4 The Software and all supporting documentation shall remain the property of the Provider.

ARTICLE VII **WARRANTY DISCLAIMER**

7.1 PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE, SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. PROVIDER ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SOFTWARE, SERVICES OR DATA MADE AVAILABLE BY PROVIDER. CUSTOMER AND PROVIDER AGREE THAT NEITHER PARTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CUSTOMER OR PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.



ARTICLE VIII
DEFAULT

8.1 Events of Default. This Agreement may be terminated by the nondefaulting party if any of the following events occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (3) if a petition under any foreign, state or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (4) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

8.2 Obligations on Termination by Default. Within ten (10) days after termination of this Agreement and Customer's receipt of Customer Data in an ASCII delimited file, Customer shall cease and desist use of the Software. Provider reserves the right to disable any and all Passwords issued to Customer.

ARTICLE IX
NOTICES

9.1 All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five (5) days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one (1) day after being sent by overnight courier, charges prepaid, with confirming fax; and addressed as first set forth below or to such other address as the party to receive the notice so designates by written notice to the other party

Provider		Customer	
Name:	Accelify Solutions, LLC	Name:	Santa Rosa County District Schools
Attn:	Alex Brecher Chief Executive Officer	Attn:	Tim Wyrosdick
Address:	16 W 36 th Street, Suite 902 New York, NY 10018	Address:	5086 Canal Street Milton, FL 3257
Phone:	(888) 922-2354	Phone:	(850) 983-5000

ARTICLE X
GOVERNING LAW, JURISDICTION AND VENUE

10.1 The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the state of Florida.

10.2 Any legal action in connection with this Agreement shall be filed in the Florida or a court of competent jurisdiction, as appropriate.



ARTICLE XI
SEVERABILITY

11.1 If any provisions of this Agreement shall be held to be invalid, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

ARTICLE XII
NONASSIGNABILITY

12.1 This Agreement shall be binding upon, inure to the benefit of the parties hereto and their respective successors and assigns; provided, however that the rights and benefits conferred upon Customer hereunder may not be assigned or otherwise transferred by Customer without prior written consent of the Provider.

ARTICLE XIII
ENTIRE AGREEMENT

13.1 This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter herein.

ARTICLE XIV
MODIFICATIONS

14.1 This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representatives.

ARTICLE XV
NONWAIVER OF RIGHTS

15.1 Customer and Provider agree that no failure to exercise and no delay in exercising any right, power, or privilege on the part of either party shall operate as a waiver of any right, power or privilege under this Agreement. Customer and Provider further agree that no single or partial exercise of any right, power, or privilege under this Agreement shall preclude further exercise thereof.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.


Provider

Customer

ACCELIFY SOLUTIONS LLC

SANTA ROSA COUNTY DISTRICT SCHOOLS

By:



By:



Name: Alex Brecher

Title: Chief Executive Officer

Date: November 2, 2018


Name: Tim Wyrosdick

Title: Superintendent

Date: _____



**APPENDIX A
SELECTED MODULES**

Module	Description	Fees	Payment Schedule
 <p>Includes Individual Education Plans (IEP); Section 504 Plans (504); Gifted Education Plans (EP); and Private School Student Plans (PSSP)</p>	<p>AcceliPLAN is a workflow-based special education case management system that guides personnel through each step according to their district's unique process, all the while ensuring timelines are met and compliance is maintained.</p>	<p>\$20 per IEP Student per Year</p> <p>20% Implementation Fee (Year 1)</p>	<p>Invoiced annually at the start of each year</p>

FEES ABOVE INCLUDE ALL CONFIGURATION AND IMPLEMENTATION CHARGES. CUSTOMER AGREES THAT PRICING IS FOR ACCELIFY'S FLORIDA STATE IEP, 504, EP AND PSSP SYSTEM AND THAT ACCELIFY WILL NOT PERFORM SIGNIFICANT CUSTOMIZATION TO THIS VERSION OF THE SYSTEM OUTSIDE OF UPDATES REQUIRED TO COMPLY WITH ANY CHANGES TO STATE AND/OR FEDERAL REGULATIONS. CUSTOMER ALSO AGREES TO STAY WITH THIS VERSION OF THE FLORIDA STATE IEP, 504 AND EP SYSTEM FOR THE LIFE OF THE CONTRACT.

PROVIDER AGREES TO INCLUDE THE CUSTOM DEVELOPMENT OF THE THREE FORMS: FUNCTIONAL BEHAVIORAL ASSESSMENT (FBA), BEHAVIOR INTERVENTION PLAN (BIP), AND THE ELIGIBILITY ASSURANCES FORM. ALL OTHER CUSTOM DEVELOPMENT OF FEATURES WILL BE PRICED BASED ON SPECIFICATION TO BE MUTUALLY DEVELOPED BY PROVIDER AND CUSTOMER.

PROVIDER DOES NOT ANTICIPATE ANY REQUIRED CUSTOM DEVELOPMENT FOR CUSTOMER'S IMPLEMENTATION.