EAST HAMPTON UNION FREE SCHOOL DISTRICT

REGULAR MEETING OF THE BOARD OF EDUCATION BOARD ROOM at 6:30 p.m.

Tuesday, June 20, 2017

AGENDA

- 1. Executive Session (5:30 p.m. to 6:00 p.m.). It is anticipated that the Board will make a motion to go into Executive Session and this session will likely run from 5:30 p.m. to 6:00 p.m.
- 2. Call Meeting to Order
- 3. Pledge
- 4. Public Comments (Agenda Items Only)

The EHUFSD Board of Education welcomes public comment. To maintain an orderly and efficient meeting, the Board has established the following guidelines for those wishing to address the Board:

- 1. Each speaker is permitted three minutes for their comments.
- 2. The Board will listen to comments and input but will not necessarily debate or discuss items; operational matters will be directed to school administration for handling.
- 3. The Board is not permitted to address personnel or individual student matters in open session.
- 5. Consent Agenda
- 6. Superintendent's Report and Recommendations
- 7. Old Business
- 8. New Business
 - 1. 2017-2018 Board Committees and Calendar
- 9. News of the Schools
- 10. Public Comments

Consent Agenda:

- 1. Recommended: That the Board accept the Minutes of June 6, 2017 as written and place on file.
- 2. Recommended: That the Board approve a medical leave for Judy Horan, Special Education Teacher, that commenced May 5, 2017 through the remainder of the 2016-2017 school year using thirty-four (34) days of her accrued sick days.
- 3. Recommended: That the Board approve an FMLA leave of absence for a period of twelve (12) weeks, without pay, for employee Henry Faison, Custodial Worker I, that became effective March 1, 2017 through March 3, 2017, and effective May 12, 2017 through August 2, 2017.

Superintendent's Report and Recommendations:

- 1. Recommended: That the Board approve the following Resolution: RESOLVED, Kelly Doyle, is, upon the recommendation of the Superintendent of Schools, appointed to a Family and Consumer Sciences teaching position, who holds a valid New York State certification in the aforesaid tenure area for a probationary term of four years to commence August 30, 2017 and expire as of August 29, 2021 at an annual salary of \$56,834.00 (Step 2/A of the salary schedule attached to the teachers' association's collective bargaining agreement).
- 2. Recommended: That the Board approve the following Resolution: RESOLVED, James Bannon, is, upon the recommendation of the Superintendent of Schools, appointed to a Technology Education teaching position, who holds a valid New York State certification in the aforesaid tenure area for a probationary term of four years to commence August 30, 2017 and expire as of August 29, 2021 at an annual salary of \$61,990.00 (Step 4/A of the salary schedule attached to the teachers' association's collective bargaining agreement).
- 3. Recommended: That the Board approve the following Resolution: RESOLVED, Catherine Tyrie, is, upon the recommendation of the Superintendent of Schools, appointed to a Business Education teaching position, who holds a valid New York State certification in the aforesaid tenure area for a probationary term of four years to commence August 30, 2017 and expire as of August 29, 2021 at an annual salary of \$78,127.00 (Step 5/F of the salary schedule attached to the teachers' association's collective bargaining agreement).
- 4. Recommended: That the Board accept the letter of resignation from Amy Cole, French Teacher, effective July 3, 2017.
- 5. Recommended: That the Board approve the following appointments for the 2017 Summer School Academy:

HS Regents Exam Proctors

- 2 Social Studies Teachers: William Barbour and Arthur Goldman
- 2 English Teachers: Joshua Odom and Meredith Hasemann
- 2 General Proctors: Rita Greene and Erik Hamer

<u>Paraprofessionals</u> (Summer Bus Matrons) Barbara Murray and Desiree Albright

6. Recommended: That the Board approve the following appointments for the 2017-2018 school year:

<u>Lead Driver</u> - Joel Freedman at an annual stipend of \$5,000.00

Driver Education Coordinator

Christine Roberts at a stipend of \$5,000.00

<u>Community Liaison Social Worker</u> (Summer Session) – Teresita Winter (Spanish speaking at the per diem rate of \$338.25 for a maximum of 15 days)

<u>Paraprofessional</u> (Summer Session) – Cindy Giraldo Patino (at the hourly rate of \$18.42 per hour)

Part-Time Substitute Custodians (Summer Session)

(at the hourly rate of \$17.94 per hour) - Tyrone Davis, Joel Freedman, Greta Williams, Rhonda Winokur, Angel Farez, and Suzette Davis

CSE/CPSE Committee (Summer Session):

(funded through Title I Grant monies at \$73.50 per hour)

Ralph Naglieri, Marisa Katz, Laura White, Barbara Boylan, Aubrey Peterson, Nancy McGuirk, John Yager, Jeff Thompson, Meredith Jacobs, Cara Weaver, Lynette Marichal, Katelyn Mautschke, Laura Hudson, Taryn Brennan, Karen Kuneth and Amanda Poissant

7. Recommended: That the Board approve the following Interscholastic Coaches for the 2017-2018 school year:

Physical Education Swim Program Instructors at \$24.81 per hour

Andrea Bourel, Tenille Treadwell, Jack Marshall, Norma Bushman, and Frances McConnell

Weight Room Supervisor - Lisa Farbar

Effective June 26, 2017 through September 1, 2017 and is to be paid \$25.00 per hour, 2 hours per day, 4 days per week, and effective September 5, 2017 through the remainder of the 2017-2018 school year is to be paid \$25.00 per hour, 3 hours per day, 5 days per week.

<u>Chaperones and Clock-Keepers</u>: Single Game \$60.95, Double Game \$85.70 Walter Smudzinski, Patricia Hand and Gary Zay

SEASON	SPORT	NAME	YR	LV	TOTAL
Fall HS Cheerleading Varsity Head Coach Johnson,		Johnson, Samone	13	n	\$9,781.00
Fall HS	Cross Country MS Boys/Girls Head		27	IV	\$5,964.00
Fall HS	Cross Country Varsity Boys Head Coach	Barry, Kevin	24	II	\$9,781.00
Fall HS	Cross Country Varsity Girls Head Coach	O'Donnell, Diane	25	II	\$9,781.00
Fall HS	Dance Assistant Coach	Notaro, Trisha	1	IV	\$4,970.00
Fall HS	Dance Head Coach	Hernandez, Andrea	2	III	\$6,212.00

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Fall HS	Field Hockey JV Head Coach	Open			
Fall HS	Field Hockey Varsity Assistant Coach	Reich, Jennifer	4	Ш	\$6,523.00
Fall HS	Field Hockey Varsity Head Coach	Mott, Robyn	6	II	\$8,966.00
Fall HS	Football JV Assistant Coach	Foglia, Andrew	2	IV	\$4,970.00
Fall HS	Football JV Assistant Coach	Russell, Kyle	2	IV	\$4,970.00
Fall HS	Football JV Head Coach	Ritsi, Michael	5	Ш	\$6,523.00
Fall HS	Football V Assistant Coach	McKee, Kelly	2	Ш	\$6,212.00
Fall HS	Football V Assistant Volunteer	Rodriguez, Lorenzo	2	_	\$0.00
Fall HS	Football Varsity Assistant Coach	McGintee, Ed	16	III	\$7,454.00
Fall HS	Golf JV Head Coach	Naglieri, Ralph	8	Ш	\$6,833.00
Fall HS	Golf Varsity Head Coach	Beudert, Claude	29	II	\$9,781.00
Fall HS	Soccer JV Boys Head Coach	Open			-
Fall HS	Soccer JV Girls Head Coach	Open			
Fall HS	Soccer Varsity Boys Assistant Coach	Tseperkas, Steven	14	III	\$7,454.00
Fall HS	Soccer Varsity Boys Head Coach	McGovern, Donnelly	12	II	\$9,781.00
Fall HS	Soccer Varsity Girls Assistant	Roza, Anthony	7	Ш	\$6,833.00
Fall HS	Soccer Varsity Girls Head Coach	Vitulli, Michael	15	II	\$9,781.00
	Swimming Varsity Girls Assistant				41,112
Fall HS	Coach	Cunningham, Brian	5	IV	\$5,218.00
Fall HS	Swimming Varsity Girls Head Coach	Brierley, Craig	6	II	\$8,966.00
Fall HS	Tennis JV Girls Head Coach	Hinojosa, Fausto	3	III	\$6,523.00
Fall HS	Tennis Varsity Girls Head Coach	Open			
Fall HS	Volleyball JV Boys Head Coach	Open			
Fall HS	Volleyball JV Girls Head Coach Volleyball Varsity Boys Assistant	Valverde, Kimberly	1	III	\$6,212.00
Fall HS	Coach	Cucci, Dylan	2	Ш	\$6,212.00
Fall HS	Volleyball Varsity Boys Head Coach Volleyball Varsity Girls Assistant	Brussell, Joshua	14	Ш	\$9,781.00
Fall HS	Coach Coach	Choi, Alexander	2	Ш	\$6,212.00
Fall HS	Volleyball Varsity Girls Head Coach	McGeehan, Kathryn	37	II	\$9,781.00
Fall HS	Football Varsity Head Coach	McKee, Joseph	17	I	\$10,436.00
Fall MS	Field Hockey 7/8 MS	Budd, Linnea	30	IV	\$5,964.00
Fall MS	Football 7/8 MS Coach	Abran, Scott	4	IV	\$5,218.00
Fall MS	Football 7/8 MS Coach	Finazzo, Nicholas	4	IV	\$5,218.00
Fall MS	Football 7/8 MS Coach	Fioriello, David	14	IV	\$5,964.00
Fall MS	Soccer Boys 7/8 MS Head Coach	Cherches, Gary	14	IV	\$5,964.00
Fall MS	Soccer Boys 7/8 MS Head Coach	King, Rich	17	IV	\$5,964.00
Fall MS	Soccer Girls 7/8 MS Head Coach	Nelson, Cara	7	IV	\$5,467.00
Fall MS	Soccer Girls 7/8 MS Head Coach	Redlus Steve	0	IV	\$4,970.00
Fall MS	Tennis 7/8 MS Girls Coach	Peterson, Aubrey	2	IV	\$4,970.00
MS Ewinter	Volleyball MS Girls 8	Brussell, Joshua	13	IV	\$5,964.00
MS Ewinter	Volleyball MS Girls 7	Budd, Linnea	17	IV	\$5,964.00
MS Ewinter			1		
	Basketball MS Boys 7	Ward, Matthew	3	IV	\$5,218.00
MS Ewinter	Basketball MS Boys 8	Redlus, Steven	15	IV	\$5,964.00
MS Lwinter	Basketball MS Girls 7	Finazzo, Nicholas	3	IV	\$5,218.00
MS Lwinter	Basketball MS Girls 8	Nelson, Cara	4	IV	\$5,218.00
MS Lwinter	Volleyball MS Boys 7/8	Brussell, Joshua	13	IV	\$5,964.00

MS Lwinter	Volleyball MS Boys 7/8	Valverde, Kimberly	1	IV	\$4,970.0
MS Lwinter	Wrestling MS Coach 7/8	Mott, Brian	1	IV	\$4,970.0
MS Lwinter	Wrestling MS Coach 7/8	Stewart, James	34	IV	\$5,964.0
SPRING HS	Baseball JV Head Coach	Rodriguez, Andrew	1	ш	\$6,212.0
SPRING HS	Baseball Varsity Assistant	Abran, Scott	4	III	\$6,523.0
SPRING HS	Baseball Varsity Head Coach	Alversa, Vincent	3	II	\$8,559.0
SPRING HS	Lacrosse Boys JV Assistant Coach	Open			
SPRING HS	Lacrosse Boys JV Head Coach	Open			
SPRING HS	Lacrosse Boys Varsity Asst. Coach	Open			
SPRING HS	Lacrosse Boys Varsity Head Coach	Open	<u> </u>		
SPRING HS	Lacrosse Girls JV Assistant Coach	Open			
SPRING HS	Lacrosse Girls JV Head Coach	Mott, Robyn	1	III	\$6,212.0
SPRING HS	Lacrosse Girls Varsity Asst. Coach	Jamet (Reich), Jennifer	0	III	\$6,212.0
SPRING HS	Lacrosse Girls Varsity Head Coach	Sanna, Jessica	7	II	\$8,966.0
SPRING HS	Softball JV Head Coach	Open			
SPRING HS	Softball Varsity Assistant Coach	Open			
SPRING HS	Softball Varsity Head Coach	Amicucci, Kathy	2	II	\$8,151.0
SPRING HS	Tennis Boys JV Head Coach	Beudert, Claude	25	Ш	\$7,454.0
SPRING HS	Tennis Boys Varsity Head Coach	Open			
SPRING HS	Track Spring Boys Varsity Assistant	Buquicchio, Michael		III	\$6,212.0
	Track Spring Boys Varsity Head		_		
SPRING HS	Coach	Turnbull, Ben	3	II	\$8,151.0
SPRING HS	Track Spring Girls Varsity Assistant Track Spring Girls Varsity Head	Garvey, Dan	1	III	\$6,212.0
SPRING HS	Coach Coach	Cuesta, Yanina	12	II	\$9,781.0
SPRING MS	Baseball 7/8 MS Head Coach	Shimkus, Matthew	1	IV	\$4,970.0
SPRING MS	Lacrosse Boys MS 7/8 Head Coach	Redlus, Steven	7	IV	\$5,467.0
SPRING MS	Lacrosse Boys MS 7/8 Head Coach	Open			
SPRING MS	Lacrosse Girls MS 7/8 Head Coach	Nelson, Cara	2	IV	\$4,970.0
SPRING MS	Lacrosse Girls MS 7/8 Head Coach	Roza, Anthony	6	IV	\$5,467.0
SPRING MS	Softball 7/8 MS Head Coach	Ward, Matthew	4	IV	\$5,218.0
SPRING MS	Tennis 7/8 Boys Head Coach	Peterson, Aubrey	2	IV	\$4,970.0
SPRING MS	Track Spring Boys MS 7/8 Coach	MacNish, Meghan	2	IV	\$4,970.0
SPRING MS	Track Spring Boys MS 7/8 Coach	Mautschke, Katelyn	4	IV	\$5,218.0
SPRING MS	Track Spring Boys MS 7/8 Coach	Open			
SPRING MS	Track Spring Boys MS 7/8 Coach	Open			
Winter HS	Basketball Boys JV Head Coach	McKee, Joseph	20	Ш	\$7,454.0
Winter HS	Basketball Boys Varsity Assistant	Edwards, Marcus	1	Ш	\$6,212.0
Winter HS	Basketball Boys Varsity Assistant	Wood, Howard	15	Ш	\$7,454.0
Winter HS	Basketball Boys Varsity Head Coach	White, Daniel	7	II	\$8,966.0
Winter HS	Basketball Girls JV Head Coach	Open			
Winter HS	Basketball Girls Varsity Assistant	Wilson, Heidi	4	III	\$6,523.0
Winter HS	Basketball Girls Varsity Head Coach	McKee, Kelly	6	II	\$8,966.0
Winter HS	Cheerleading Varsity Head Coach	Johnson, Samone	15	II	\$9,781.0
Winter HS	Swimming Boys Varsity Assistant	Cunningham, Brian	5	IV	\$5218.0

Winter HS	Swimming Boys Varsity Head Coach	Coach Brierley, Craig		II	\$8,966.00
Winter HS	tter HS Track Winter Boys Varsity Assistant Buquicchio, Michael		2	III	\$6,212.00
Winter HS	Winter HS Track Winter Boys Varsity Head Turnbull, Ben		3	II	\$8,559.00
Winter HS	Track Winter Girls Varsity Head Coach	Cuesta, Yanina	14	II	\$9,781.00
Winter HS	Wrestling JV Head Coach	Open			
Winter HS	Wrestling Varsity Assistant Coach	Mott, Brian	1	III	\$6,212.00
Winter HS	Wrestling Varsity Head Coach	Piscitello, Anthony	1	II	\$8,151.00

- 8. Recommended: That the Board approve the Contract Agreement between East Hampton Union Free School District and Christa Begley, Educational Consultant, for professional development services provided for six (6) days in the amount of \$6,000.00 in the 2015-2016 school year.
- 9. Recommended: That the Board approve the Story2 Master Services Agreement between East Hampton Union Free School District and Story2, LLC for the purpose of providing secondary (11th grade) student EssayBuilder online tool kits (materials, methods, software, related educational services, licenses and training) in the amount of \$14,080.00 for the 2017-2018 school year.
- 10. Recommended: That the Board approve the PerfectForms End-User Software License Agreement and Quotation (Quote No: 11958-RH) dated May 25, 2017 from PerfectForms, Inc. for providing the District with six (6) On-Demand Account licenses in the amount of \$5,400.00 for the 2017-2018 school year.
- 11. Recommended: That the Board approve the Quotation for Products and Services (Quote No: 05222017ED000-18350) dated May 22, 2017 from Rosetta Stone, Ltd. in the amount of \$12,600.00 for the purpose of providing language learning software and services to the District for the 2017-2018 school year.
- 12. Recommended: That the Board approve the Quote from Achieve3000 (Quote ID: 95950), dated May 4, 2017, for the purpose of providing literacy software (LIT-PRO-A, SA-Bundle) for the John M. Marshall Elementary School for up to 250 students, IMP Resources, technical/data support, and three days of professional learning services in the amount of \$18,725.00 for the 2017-2018 school year.
- 13. Recommended: That the Board approve the Quote from Achieve3000 (Quote ID: 86056), dated April 28, 2017, for the purpose of providing two eScience3000 Student Licenses to the East Hampton High School for differentiated core science curriculum and solution software programs in the amount of \$2,100.00 for the 2017-2018 school year.
- 14. Recommended: That the Board approve the Mastery Manager Software Subscription Agreement and Quote from Goldstar Learning, Inc. dated May 25, 2017 for the purpose of providing a student assessment, data reporting and platform for curriculum development software program as follows: \$28,022.00 for SY 2017-2018; \$16,391 for SY 2018-2019, and \$16,391.00 for SY 2019-2020.
- 15. Recommended: That the Board approve the Contract for Cooperative Educational Services between East Hampton Union Free School District and Eastern Suffolk BOCES in the estimated amount of \$1,998,873.80 for the 2017-2018 school year.

EAST HAMPTON UNION FREE SCHOOL DISTRICT 4 Long Lane East Hampton, NY 11937

Contract with Christa Begley- Educational Consultant

This agreement is entered into by Christa Begley and the Board of Education of the East Hampton Union Free School District (hereinafter) "District".

Term:

This agreement shall continue in full force and effect through the period ending 30 June 2016, inclusive, unless terminated as hereinafter specified in this agreement.

Conditions:

In performing services specified in this agreement, it is understood that:

- 1. Christa Begley will be engaged as an independent contractor, and therefore be solely responsible for the payment of federal and state income taxes applicable to this agreement.
- 2. Christa Begley will not be eligible for any employee benefits whatsoever relative to this contract including, but not limited to, social security, New York State Worker's Compensation, unemployment insurance, New York State Employer's Retirement System, health or dental insurance, malpractice insurance, or the like.
- 3. Christa Begley agrees to hold District safe and harmless from any liability incurred during the term of this contract arising from her contractual work.

Services:

During the term of this agreement Christa Begley will provide the District with professional consulting services.

Compensation:

Christa Begley will charge the District \$6,000 for 6 days for her services from January 1, 2016 through June 30, 2016.

Christa Begley or the District may terminate this agreement upon thirty (30) days prior written notification to the other party. Such notice shall be deemed to have been given, if sent by registered or certified mail, addressed as follows:

1

To District:

Dr. Robert Tymann, Assistant Superintendent

East Hampton Union Free School District

4 Long Lane

East Hampton, NY 11937

To Consultant:

Ms. Christa Begley

227 West Street Closter, NJ 07624

This agreement supersedes all prior agreements oral and written and may not be changed orally, but only by an agreement, in writing, signed by both parties.

President, Board of Education			
East Hampton Union Free School District			
4 Long Lane			
East Hampton, NY 11937			
hrista Beyla	Date:	10-14-17	
_ Nusta _ La	Date	9 , 1 , 1	

Ms. Christa Begley 227 West Street Closter, NJ 07624

STORY2 MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into between Story2 LLC, a Delaware limited liability company with a principal place of business at 1460 Broadway, New York, NY 10036 ("Story2", "we", "us" or "our") and the party identified below ("Customer"), and is effective as of May 25, 2017 ("Effective Date").

Customer Information:	Company Name: EAST HAMPTON UNION FREE SCHOOL DISTRICT		
	Address: 4 Long Lane, East Hampton, NY 11937		
	•		
Customer Contact:	Name and Title: Robert M. Hagan, Ed.D., Dir. of Learning Technology & Instruction		
	Phone: 631-329-4218		
	Email: Robert.Hagan@ehufsd.org		
Story2 Contact:	Name and Title: Carol Barash, Founder + CEO		
	Phone: 800-206-5530		
	Email: carol.barash@story2.com		

Each person registering for access to certain of our proprietary Story2 Method® (the "Moments Method") materials, methods, software, applications and related educational services, or the Customer that has authorized you to register for access to the Services for its benefit (in either case "you", "your", "Customer" or "Customer's"), shall be bound by the terms of this Agreement with respect to your access to and use of any materials distributed to you in connection with your use of the Moments Method.

BY ENTERING INTO THIS AGREEMENT, YOU HEREBY REPRESENT THAT (1) YOU ARE EITHER (A) AN AUTHORIZED REPRESENTATIVE OF AN EDUCATIONAL FACILITY DULY LICENSED UNDER THE LAWS OF THE STATE IN WHICH YOU ARE DOMICILED TO PROVIDE EDUCATIONAL SERVICES OR (B) AN INDIVIDUAL PROVIDING HOME SCHOOLING PURSUANT TO A VALID CURRICULUM APPROVED UNDER THE STATE IN WHICH YOU ARE DOMICILED, AND (2) WHEN REGISTERING FOR THE SERVICE, YOU READ, UNDERSTOOD AND ACCEPTED OUR PRIVACY POLICY (available at www.story2.com/privacypolicy) ("Privacy Policy").

Your use of the Service (as defined below), including, without limitation, the web-based hosted dashboard made available by us (the "Administrative Dashboard") is subject to one or more of the following Schedules attached hereto (the "Materials" and together with the Administrative Dashboard, the "Service"):

<u>Schedule A</u> – Curriculum and Professional Development Tools License

Schedule B - Administrative Dashboard License

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

STORY2 LLC		EAST HAMPTON UNION FREE SCHOOL DISTRICT			
Signed:	GK C L	Signed:			
Name:	Kevin C Wanzor	Name: Robert Hagan			
Title:	Manager of Operations	Title: Dir. of Learning Technology & Instruction			

SCHEDULE A

Curriculum and Professional Development Tools License

This Curriculum and Professional Development Tools License (the "<u>License</u>") is incorporated into the Terms of Use (the "<u>Agreement</u>") to which it is attached, and any capitalized term not otherwise defined in this License shall have the meaning ascribed to such term in the Agreement.

IF YOU ARE RECEIVING ACCESS TO ANY PROGRAM MATERIALS OR PROFESSIONAL DEVELOPMENT TOOLS IN CONNECTION WITH YOUR AUTHORIZED USE OF THE SERVICE, BY ACCEPTING THE TERMS OF THE AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE.

[Remainder of page intentionally left blank. Terms of use to follow.]

1) Definitions.

- a) "Authorized Users" means employees, independent contractors or agents of you authorized by you to use the Program and/or Professional Development Tools for the benefit of you and the Beneficiaries.
- b) "Beneficiaries" means any of your students, and parents of such students, in each case authorized by you to use the Program for the Permitted Use.
- "Confidential Information" means all nonpublic proprietary information treated confidential by a party disclosed or made available to the other party hereunder. The contents of the Program and Professional Development Tools constitute Strov2's Confidential Information. Confidential Information does not include information that, at the time of disclosure: (1) is, or thereafter becomes, generally available to and known by the public other than as a result of any breach of this License or wrongful act by the receiving party or any of its Representatives; (2) is, or thereafter becomes, rightfully available to the receiving party on a non-confidential basis from a third-party source, provided that such third party was not prohibited from disclosing such Confidential Information; (3) was known by or in the possession of the receiving party or its Representatives at the time of disclosure, as established by the receiving party's records kept in the ordinary course of its business; or (4) was or is independently developed by the receiving party, as established by records kept in the ordinary course of its business, without reference to or use of, the disclosing party's Confidential Information.
- d) "Designated Site" means each site specified by you at the time of your purchase of the Service, where the Program and/or Professional Development Tools will be implemented in accordance with the terms of this License.
- e) "License Fees" means the license fees payable by you to Story2 as consideration for your access to the Program and/or Professional Development Tools under the terms of this License.

- f) "Maintenance Release" means any update or release of the Program and/or Professional Development Tools that Stroy2 may provide to you and that may include error corrections, enhancements or other changes to the Program and/or Professional Development Tools, but does not constitute a New Version. Maintenance Releases constitute the Program and/or Professional Development Tools.
- g) "Materials" means, collectively, the Professional Development Tools and the Program.
- h) "New Version" means any new version of the Program and/or Professional Development Tools that Story2 may introduce and market generally as a distinct licensed product, and which Story2 may make available to you at an additional cost.
- i) "Permitted Use" means (i) use of the Program by an Authorized User for the purpose of instructing Beneficiaries at the Designated Site(s) and (ii) use of the Professional Development Tools by an Authorized User for the purpose of developing such Authorized User's ability to instruct the Beneficiaries in connection with the Program.
- j) "Professional Development Tools" means any of Story2's proprietary Moments Method training tools provided solely to Authorized Users for the purposes of training such Authorized Users on certain proprietary techniques and methods to be used in providing the Program to Beneficiaries, consisting of, but not limited to such Materials as in-person, streaming or prerecorded training sessions or seminars and any Materials distributed in connection therewith, and any other training tools or guidelines provided to such Authorized Users in connection with the Administrative Dashboard.
- k) "Program" means Story2's proprietary Moments Method essay writing curriculum, consisting of, but not limited to such Materials as, lesson guidebooks, answer keys and student and parent handouts, and all content and copies thereof, and all derivative works and modifications thereof and thereto.

- "Representatives" means each party's affiliates, employees, officers, directors, partners, shareholders, agents, attorneys and third-party advisors.
- 2) Story2 and Your Obligations. You will use or provide the Program, limited to each of the Designated Sites, and/or use the Professional Development Tools in accordance with any instructions provided by Story2 in connection therewith, including, without limitation, any instructions provided at any in-person or webinar training session, and the terms of this License.

If you have purchased the right to receive and use any Materials, Story2 shall deliver one copy of the Materials for the module(s) selected by you at the time of your purchase, either:

- a) electronically or on tangible media or by other means, in Story2's discretion, to you within five (5) business days after Story2 receives payment of the License Fees and any other fees or costs owed by you in connection with your purchase of access to the Service under the terms of the Agreement; or
- b) If you have purchased any in-person or webinar training sessions pertaining to the Professional Development Tools and/or the Program, Story2 shall deliver one copy of the Materials for the modules selected by you at the time of your purchase, electronically or on tangible media or by other means, in Story2's discretion, to you at the time of the applicable in-person or webinar training session.
- 3) On-Premises Presentations. In the event that your purchase includes any on-premises or in-person training sessions in which Story2 will be presenting the Program directly to students, you hereby represent and warrant that you have secured all permissions and consents of such students as may be necessary or appropriate to allow Story2 to conduct such sessions. Story2 will not be responsible or liable for your failure to secure the permission or consent of any student or individual who attends any in-person or on-premises training session.
- 4) Independent Contractors. Story2 reserves the right to provide any training or instructional sessions, including, without limitation, any webinar, onpremises or in-person training, through one or more independent contractors. Any independent

contractors that conduct such training or instructional sessions are not employees of Story2. You agree that such independent contractors shall be solely responsible for the delivery and quality of the training or instructional presentation provided thereby, and any action to enforce a breach of the terms of this License by any such independent contractor shall be brought solely against such independent contractor. Story2 shall not be responsible for any acts or omissions of any independent contractors. Story2 hereby expressly disclaims any and all liability, to the maximum extent permitted by law, resulting from the actions or inactions of any independent contractor who provides one or more training or instructional sessions in connection with your purchase of the Professional Development Tools and/or the Program.

- 5) <u>License Grant</u>. Subject to the terms and conditions of this Agreement:
 - a) Program License. If you have purchased the right to receive and use the Program, Story2 hereby grants to you a nonexclusive, non-transferable, limited license to (i) access, use and display the Program at each Designated Site, during the Term and solely for the Permitted Use, and to allow each Authorized User to do the same; and (ii) make and distribute a commercially reasonable number of copies of the Materials provided under the Program solely to Authorized Users at each Designated Site for the Permitted You acknowledge that the terms and conditions of this License govern each Designated Site's use of the Program, and you are responsible for informing each Designated Site of its obligations under this License, and you are liable and responsible for each Designated Site's compliance with the terms of this License. You may not exercise the rights granted pursuant to this Section 5 with respect to any site that you have not identified as a Designated Site at the time of your purchase.
 - b) Professional Development Tools License. If you If you have purchased the right to receive and use the Professional Development Tools, Story2 hereby grants to you a nonexclusive, nontransferable, limited license to (i) access and use Professional Development Tools, during the Term and solely for the Permitted Use, and to allow each Authorized User to do the same; and (ii) make a single copy for each Authorized User

of the Materials provided with the Professional Development Tools and provide such copy to each such Authorized User solely for the Permitted Use. You acknowledge that the terms and conditions of this License govern each Authorized Users use of the Professional Development Tools, and you are responsible for informing each Authorized User of its obligations under this License, and you are liable and responsible for each Authorized User's compliance with the terms of this License. You may not make any additional, unauthorized copies of the Professional Development Tools without the prior written consent of Story2, or provide such Professional Development Tools to any third party other than an Authorized User.

- 6) Use Restrictions. You shall not, and shall not permit Authorized any Designated Sites, Users. Representatives or third parties to: (i) remove or alter any trademarks, copyright notices or other intellectual property rights notices from the Program and/or Professional Development Tools; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Program and/or Professional Development Tools available to any third party for any reason except to Beneficiaries as permitted herein; (iii) use the Program and/or Professional Development Tools in violation of any applicable federal, state or local law, regulation, rule or order; (iv) use the Program and/or Professional Development Tools for the development of a competing product or service; or (v) use the Program and/or Professional Development Tools in any other manner or for any other purpose or application not expressly permitted by this License.
- 7) Fees and Payment. The rights granted to you under this License are conditioned upon your payment in full of all License Fees and any such other fees due and payable by you in connection with your purchase of the right to access the Service. Amounts paid hereunder or otherwise in connection with the Agreement are not refundable unless otherwise expressly provided. If the Initial Term is renewed for any Renewal Term, you shall pay the License Fees all License Fees and any such other fees due and payable by you in connection with your access to the Service for the applicable Renewal Term within thirty (30) days of the beginning of the Renewal Term or as otherwise specified by Story2. In addition to all other remedies available under this License or at law (which

Story2 does not waive by the exercise of any rights hereunder), Stroy2 may suspend your use of the Program and/or Professional Development Tools if you fail to timely pay any amount when due in connection with your right to access the Service. You shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by you in connection with your right to access the Service; provided that such taxes shall not include those based on Story2's income.

- 8) Maintenance. During the Term, Story2 shall provide you with all Maintenance Releases that Story2 may, in its sole discretion, make generally available to its customers at no additional charge. You may license any New Version that Story2 generally makes available to its customers at Story2's then-current list price and subject to a separate, duly executed agreement, provided that you are in compliance at such time with the terms and conditions of the Agreement, including the terms of this License.
- Ownership. You acknowledge and agree that the Program and/or Professional Development Tools are being licensed, not sold, to you by Story2. You further acknowledge and agree that you shall not acquire any ownership interest in the Program and/or Professional Development Tools under this License or the Agreement, and that Story2 reserves and shall retain its entire right, title and interest in and to the Program and Professional Development Tools and all intellectual property rights relating thereto except as expressly granted to you in this License, and Story2 reserves all rights in the Program and Professional Development Tools and all related intellectual property rights. For the avoidance of doubt, as between the parties, any derivative works of the Program or Professional Development Tools whether developed by Story2, you, an Authorized User, a Designated Site, or any other person or entity - shall be the exclusive property of Story2. You hereby assign to Story2 all of your and the Authorized Users' right, title and interest in and to any derivative works developed or authored by you or such Authorized Users.

10) Confidentiality.

 a) <u>Receiving party Obligations</u>. Except as set forth in Section 10(b) each party, as the receiving party of the other party's Confidential Information, shall:

- i) protect and safeguard the confidentiality of the disclosing party's Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- ii) not use the disclosing party's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations or exercise its rights under this License and the Agreement;
- iii) not disclose any such Confidential Information to any person or entity, except to the receiving party's Representatives who (1) need to know the Confidential Information to assist the receiving party, or act on its behalf, in performing under this License or to exercise its rights under the Agreement; (2) are informed by the receiving party of the confidential nature of the Confidential Information; and (3) are subject to confidentiality duties or obligations to the receiving party that are no less restrictive than the terms and conditions of this License; and
- iv) be responsible for any breach of this Agreement caused by any of its Representatives.
- b) Required Disclosure. The receiving party may disclose the disclosing party's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (provided that the receiving party shall first make commercially reasonable efforts to provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and reasonable assistance, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

 Term. The obligations in this Section 10 shall survive for five (5) years beyond the Term.

11) Term; Termination.

- a) Term. This License shall commence on the Effective Date and, unless terminated earlier pursuant to any of its express provisions, shall continue thereafter for a period of one (1) year ("Initial Term"). Upon expiration of the Initial Term, this License shall automatically renew for an additional twelve (12) month renewal term, unless either party notifies the other of nonrenewal at least thirty (30) days' prior to the end of the Initial Term ("Renewal Term" and together with the Initial Term, the "Term").
- Termination. This License may be terminated prior to the expiration of the Term on written notice: (i) by Story2, if you fail to pay any amount when due in connection with your right to access the Service; (ii) by each party, if the other party materially breaches any provision of this License and either the breach cannot be cured or, if the breach can be cured, it is not cured within thirty (30) days after receipt of written notice of such breach; (iii) by Story2, if you are not meeting your obligations under Section 2 of this License; (iv) by Story2 upon sixty (60) days' notice; or (v) by you upon thirty (30) days' notice, provided, however, that you shall not be entitled to a refund for amounts already accrued or paid in connection with your right to access the Service.
- Effect of Termination. On the expiration or termination of this License, for any reason, you shall: (i) immediately discontinue use of the Program; (ii) within fourteen (14) days, at Story2's option and at your expense, return to Story2 or destroy all copies of the Program and all Materials containing the Confidential Information of Story2 (this requirement applies to partial and complete copies in all forms, in all types of media and computer memory, and whether or not modified or merged into other materials); and (iii) within thirty (30) days, certify in writing to Story2 that all such copies and Materials have been returned or destroyed, and that your use of the Program has been discontinued.

- d) <u>Survival</u>. Expiration or termination of this License shall not release either party from any liability to the other party, including any payment obligation that has already accrued hereunder. The provisions of Sections 5)a), 6), 6, 8), 9), 9, 10, 11(c), 11(d), 12, 13, 14, 16 and 17, shall survive expiration or termination of this License or the Agreement.
- 12) Disclaimer. Story2 EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PROGRAM AND/OR PROFESSIONAL DEVELOPMENT TOOLS AND ANY OTHER SERVICES, MATERIALS AND INFORMATION PROVIDED TO YOU UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, Story2 PROVIDES NO WARRANTY OR REPRESENTATION THAT THE PROGRAM AND/OR PROFESSIONAL DEVELOPMENT TOOLS WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS.

13) Infringement; Indemnification.

- If the Program and/or <u>Infringement</u>. Professional Development Tools, or any component of either of the foregoing becomes, or in Story2's opinion may become, subject to an infringement claim, Story2 may take any of the following steps: (I) instruct you in writing to cease using all or a part of the Program, in which case you shall immediately cease such use on receipt of Story2's notice; (II) obtain the right for you to continue to use the Program at Story2's expense; (iii) modify or replace the Program and/or Professional Development Tools with a functional equivalent (which replacement shall be deemed the Program and/or Professional Development Tools under this License) at Story2's expense; and/or (iv) terminate this License upon notice and provide to you a pro rata refund of the License Fees previously paid by you for the remainder of the then-current Term.
- Story2 Indemnification. Story2 shall indemnify, defend and hold harmless you and your Representatives from and against any third-party

- claim, suit, action or proceeding brought against you alleging that the Program and/or Professional Development Tools in the form and format provided by Story2 and without modification infringe such third-party's intellectual property rights. Story2 shall control the defense and settlement of such claim and you shall reasonably cooperate with Story2.
- Indemnification by You. You shall indemnify, defend and hold harmless Story2 and its Representatives from and against any third-party claim, suit, action or proceeding brought against Story2 or its affiliates or Representatives, and all related damages, liabilities, judgments, settlements, interest, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees incurred by Story2 in connection with the Action, arising out of or resulting from: (i) any use of the Program and/or Professional Development Tools not authorized in writing by Story2; or (ii) your breach of this License or the Agreement, gross negligence, misconduct, or violation of applicable laws.
- 14) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL Story2 BE LIABLE UNDER THIS LICENSE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES. INCLUDING DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE OR DATA, REVENUE OR PROFIT, AND WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT Story2 WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL Story2'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LICENSE EXCEED THE TOTAL AMOUNT PAID TO Story2 PURSUANT TO THIS LICENSE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS LICENSE FAIL OF THEIR ESSENTIAL PURPOSE.
- 15) Publicity. Each party may use the other party's name and logo in announcements, statements, press releases or other publicity or marketing materials relating to the existence or subject matter of this License and the Agreement.

- 16) Governing Law; Jurisdiction. This License shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this License or the matters contemplated hereunder shall be instituted exclusively in the courts located in New York County, New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
- 17) Miscellaneous. All notices and consents made hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt) or by email (with electronic confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient. and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Any communications to Story2 must be sent to the following address: administrator@story2.com, and any communications to you shall be sent to the address provided by you at the time of your purchase of the right to access the Service. Story2 shall not be in default hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to any cause

beyond its reasonable control. Nothing contained in this License or the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. he relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This License together with the Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings. agreements. representations and warranties, both written and oral, with respect to such subject matter. This License may only be amended, modified or supplemented by an agreement in writing signed by both parties. You may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Story2. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. If any term or provision of this License is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this License or invalidate or render unenforceable such term or provision in any other jurisdiction. The headings in this License are for reference only and shall not affect the interpretation of this License.

SCHEDULE B

Administrative Dashboard License

This Administrative Dashboard License Agreement (the "<u>Dashboard License</u>") is incorporated into the Terms of Use (the "<u>Agreement</u>") to which it is attached, and any capitalized term not otherwise defined in this Dashboard License shall have the meaning ascribed to such term in the Agreement.

IF YOU ARE RECEIVING ACCESS TO STORY2'S ADMINISTRATIVE WEB-BASED DASHBOARD IN CONNECTION WITH YOUR AUTHORIZED USE OF THE SERVICE, BY ACCEPTING THE TERMS OF THE AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS DASHBOARD LICENSE.

[Remainder of page intentionally left blank. Terms of use to follow.]

1. Definitions.

- 1.1 "Applicable Laws" means all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority in any territory that has jurisdiction over the parties, whether those laws, etc., are in effect as of the Effective Date or later come into effect during the term of this Dashboard License.
- 1.2 "<u>Authorized User</u>" means Beneficiaries employees, independent contractors or agents of you authorized by you to use the Administrative Dashboard, The number of Authorized Users shall be limited to the number provided by you in connection with your purchase of access to the Story2 Platform and any Services thereunder.
- 1.3 "<u>Beneficiaries</u>" shall have the meaning set forth in Schedule A of the Agreement (Curriculum and Professional Development Tools License).
- 1.4 "<u>Data</u>" means all information and data input by Authorized Users into the Administrative Dashboard, and all derivatives and transformations thereof.
- 1.5 "<u>Documentation</u>" means any user guide applicable to the Administrative Dashboard as provided by Story2 to Customer and as may be modified or updated by Story2 from time to time.
- 1.6 "Fees" means the License Fees (as defined in Schedule A to the Agreement) and any other fees and expenses payable by Customer in connection with Customer's access to the Story2 Platform.
- 1.7 "Administrative Dashboard" means Story2's web-based learning management application (including all related software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) and the content therein (other than Data) made available to Customer under this Dashboard License and as may be updated and/or modified by Story2 from time to time, and which may include third-party components.

Scope.

- 2.1 Administrative Dashboard. Subject to Customer's compliance with the terms of this Dashboard License, Story2 hereby grants to Customer a nonexclusive, limited, nontransferable right to access and use the Administrative Dashboard in object code only via Story2's internet hosted web site solely (i) for Customer's own internal educational purposes, (ii) for use by Authorized Users and no other users in support of Customer's internal business purposes, (iii) during the Term, and (iv) in strict accordance with this Dashboard License. Story2 hereby grants to Customer a nonexclusive, limited, nontransferable right to use and copy the Documentation in support of the foregoing license.
- 2.2 <u>Restrictions</u>. Customer shall not use, or allow others to use, the Administrative Dashboard in any

- manner other than as expressly allowed in this Dashboard Customer may not: (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the Administrative Dashboard or its structural framework; (ii) modify or create derivative works of the Administrative Dashboard; (iii) attempt to gain unauthorized access to the Administrative Dashboard or its related systems or networks; or (iv) use the Administrative Dashboard in whole or in part for any purpose except as expressly provided under this Dashboard License (including without limitation allowing any distribution or sublicense of the Administrative Dashboard or other access to the Administrative Dashboard by any person or entity that is not an Authorized User or processing Data through the Administrative Dashboard on behalf of third parties or any affiliated entities. Customer shall (a) take all reasonable precautions to prevent unauthorized or improper use of the Administrative Dashboard, (b) not interfere with or disrupt the integrity or performance of Administrative Dashboard. (c) not attempt to gain unauthorized access to Administrative Dashboard or its related systems or networks, and (d) not create Internet "links" to the Administrative Dashboard or "frame" or "mirror" any content therein.
- 2.3 Security. Customer shall ensure the security of any account ID and/or password provided by Story2, and the security of its connectivity with the Administrative Dashboard. If any account ID or password is stolen or otherwise compromised, Customer shall immediately change the password and inform Story2 of the compromise. Customer acknowledges that responsibility for all Data, text, information, messages and other material submitted by its users to the Administrative Dashboard lies solely with Customer. Customer is solely responsible for the integrity and quality of Data, and for maintaining an appropriate backup thereof. Story2 may change the authorization method for access to the Administrative Dashboard if it determines in its sole discretion that there are circumstances justifying such changes. Story2 shall use commercially reasonable efforts to protect against the loss, misuse and alteration of Data under Story2's control, including using Story2's standard security protocols. Story2 is not responsible for loss of data in transmission or improper transmission by Customer or its users. Story2 will adhere to industry standard security process and will promptly respond to remedy any security breaches of the Story2 System of which it becomes aware.
- 3. Payment. Customer shall, as a condition to the rights granted pursuant to Section 2.1 of this Dashboard License, remain current with respect to any License Fees (as defined in Schedule A to the Agreement) or other fees owed to Story2 in connection with Customer's access and use of the Story2 Platform and related Services. If

Customer fails to make payments when due, Story2 may, upon notice to Customer, suspend Customer's access and use of the Administrative Dashboard until such payments are made. Customer agrees and acknowledges that Story2 has no obligation to retain Data if Customer's account is thirty (30) days or more delinquent, and that such Data may be irretrievably deleted by Story2 without notice or consent of the Customer.

4. Term and Termination.

- 4.1 <u>Term</u>. The term of this Dashboard License will commence on the Effective Date and continue unless and until (i) termination in accordance with this Section 4 or (ii) expiration of the rights granted pursuant to Schedule A to the Agreement.
- 4.2 <u>Termination for Cause</u>. If either Customer breaches any term or condition of this Dashboard License, and if such breach has not been cured within thirty (30) days after receipt of notice of such breach, the Story2 may immediately terminate this Dashboard License.
- 4.3 Effect of Termination. If this Dashboard License is terminated other than pursuant to Section 4.2 above, Story2 will make available to Customer, at Customer's request and expense, an electronic file of the Data within thirty (30) days of termination. Upon termination of this Dashboard License, Customer's right to access or use Data and the Administrative Dashboard shall immediately cease and except as otherwise provided herein, Story2 will have no obligation to maintain or forward any Data. Customer's payment obligations, and Sections 4.3, 5, 7, 8, 9, 10 and 11 will survive expiration or termination of this Dashboard License. Expiration or termination of this Dashboard License shall immediately terminate all licenses and access rights granted to Customer herein.

5. Ownership.

5.1 Reservation of Rights. All rights not expressly granted to Customer herein are expressly reserved by Story2. As between the parties, the Administrative Dashboard is and will remain exclusive property of Story2, and Story2 will retain ownership of all copyrights, patents, trademarks, trade secrets, know-how, databases, and other intellectual property rights relating to or residing in the Administrative Dashboard and any updates, improvements, modifications and enhancements (including error corrections and enhancements) thereto, and all derivative works thereof, and Customer will have no right, title, or interest in or to the same except as expressly granted in Section 2.1. Nothing in this Dashboard License will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Story2's or its licensors' existing or future rights in or to the Administrative Dashboard except as expressly granted in Section 2.1. Story2 trade names, trademarks, service marks, titles, and logos, and any goodwill appurtenant thereto, shall be owned exclusively by Story2 and shall inure solely to the benefit of Story2. Products acquired for use within or for any United States federal agency are

provided with "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in DFARS 252.227-7013 and FAR 52.227-19.

- 5.2 <u>Violations of Law</u>. Story2 may immediately suspend provision of the Administrative Dashboard at any time, without notice to Customer and without liability, if Story2 suspects or receives notice that the Administrative Dashboard or the use thereof actually or allegedly infringes or violates a third party rights or violates any Applicable Laws. Story2 may suspend Customer's and its users' access to and use of the Administrative Dashboard in order to comply with Applicable Laws, or upon having reason to believe that any improper activity or potential damage to Story2 products or services or other customers is associated with Customer's or its users' use of or access to the Story2 Technology.
- 5.3 <u>Customer Data</u>. As between the parties, Customer has and shall retain sole and exclusive title and ownership of all Data. Customer grants to Story2 a limited and nonexclusive license to use, copy, modify, distribute and display Data solely for purposes of providing the Administrative Dashboard to Customer in accordance with this Dashboard License and as otherwise expressly authorized by this Dashboard License.

Administrative Dashboard Specifications and Requirements.

- 6.1 <u>Platform Requirements</u>. As between the parties, Customer is responsible for obtaining and maintaining all computer hardware, software, communications and office equipment needed to access and use the Administrative Dashboard, and for paying all associated third-party access charges.
- 6.2 <u>Use of Data</u>. Story2 may monitor any and all use of the Administrative Dashboard by Customer and its users. Story2 may gather Customer system data for the purpose of optimizing the Administrative Dashboard. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Story2 may use Data and Customer's Confidential Information for limited internal business purposes, including, but not limited to, the identification of trends and the formulation of statistics, and may disclose such data and information as reasonably necessary, provided that in connection with such use or disclosure, (i) such Data and information are aggregated and do not identify individuals or Customer, and (ii) such Data and information shall not be identifiable as originating from Customer.
- 6.3 <u>Changes to the Administrative Dashboard.</u>
 Story2 may make upgrades and improvements to the Administrative Dashboard available to Customer from time to time. Story2 may modify or delete any features of the Administrative Dashboard. Story2 may, at any time, modify the Administrative Dashboard, or substitute old features with new features that have similar or improved functionality, as may be necessary to meet Applicable

Laws or industry-standard requirements or demands or requirements of third party service providers.

7. Confidentiality.

7.1 Confidential Information. Each party acknowledges and understands that, except as set forth in Section 7.2, any and all technical, trade secret, or business information, including, without limitation, financial information, business or marketing strategies or plans, product development or customer information, and the Administrative Dashboard, which is disclosed to the other or is otherwise obtained by the other, its affiliates, employees, representatives or other agents during the term of this Dashboard License (the "Confidential Information") is confidential and proprietary, constitutes trade secrets of the owner, and is of great value and importance to the success of the owner's business.

7.2 Exceptions. The parties shall have no obligation hereunder with respect to any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; or (iii) subsequently disclosed to the receiving party on a nonconfidential basis by a third party not having a confidential relationship with the disclosing party and which third party rightfully acquired such information. A disclosure of Confidential Information shall not be a violation of this provision if it is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the disclosing party provides prompt notice of any such subpoena, order, etc. to the other party so that such party will have the opportunity to obtain a protective order.

7.3 Obligations. Both parties shall maintain as confidential and shall not disclose (except for those employees, attorneys, accountants and other advisors, agents or authorized users of the recipient and its affiliates on a need-to-know basis and who have in turn been advised of the confidentiality obligation hereunder), copy, or use for purposes other than in connection with use of the Administrative Dashboard as authorized hereunder, the other party's Confidential Information. Each party agrees to protect the other party's Confidential Information with the same degree of care a prudent person would exercise to protect its own confidential information and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Each party shall be liable under this Dashboard License to the other for any use or disclosure in violation of this Dashboard License by its employees, attorneys, accountants, or other advisors, agents or authorized users. Each party agrees to comply with its obligations under the terms of the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. 6801 et seq.) and other privacy laws, to the extent applicable, and to cooperate with the other party at such party's request in the fulfillment of any such obligations.

8. Limited Warranties.

- 8.1 <u>Mutual Warranties</u>. Each party warrants to the other party that (i) such party has the right to enter into this Dashboard License and perform its obligations hereunder in the manner contemplated by this Dashboard License; and (ii) this Dashboard License does not conflict with any other agreement entered into by such party.
- 8.2 <u>Customer Warranties.</u> Customer represents, warrants and covenants that (i) Customer will comply with all Applicable Laws with respect to its and its users' access and use of the Administrative Dashboard; and (ii) Customer has received all third party consents and certifications necessary for the transmission of Data to the Administrative Dashboard. Story2 is not responsible for ensuring that the Administrative Dashboard, or any portion thereof, is in compliance with Customer's criteria for legal compliance.
- 8.3 Warranty. Story2 warrants to Customer that, when used in accordance with the Documentation, the Administrative Dashboard will comply in all material respects with the Documentation during the Subscription Term ("Product Warranty"). Story2's sole obligation under the Product Warranty, and Customer's sole and exclusive remedy for any breach of the Product Warranty, shall be for Story2 to perform its use commercially reasonable efforts to remedy any technical or functional problem underlying such breach.
- 8.4 Disclaimers. EXCEPT FOR THE PRODUCT WARRANTY PROVIDED IN SECTION 8.3, Story2 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED. OR STATUTORY, REGARDING ADMINISTRATIVE DASHBOARD AND ANY INFORMATION, MATERIALS AND SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Story2 DOES NOT REPRESENT OR WARRANT THAT THE ADMINISTRATIVE DASHBOARD OR ANY ASSOCIATED SERVICES WILL BE AVAILABLE, ERROR FREE, COMPLETELY SECURE, VIRUS FREE, OR WITHOUT INTERRUPTION, OR THAT THEIR FUNCTIONS WILL MEET ANY PARTICULAR REQUIREMENTS, OR THAT PROGRAM DEFECTS OR ERRORS ARE CAPABLE OF CORRECTION OR IMPROVEMENT. THE ADMINISTRATIVE DASHBOARD MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND Story2 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. Customer acknowledges that Story2 is not responsible for the integrity of data and information, including without limitation, Data, including completeness, accuracy, validity, authorization for use and integrity over time, and Story2 shall not be responsible for any loss, damage or liability arising out of the Data, including any mistakes

contained in the Data or the use or transmission of the Data.

8.5 <u>Third Party Data.</u> The Administrative Dashboard may allow Customer to access data, information, or services disseminated by outside data sources and Customer acknowledges that Story2 and its suppliers and licensors disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of such third party data information, or services and make no warranty concerning such information. CUSTOMER USES SUCH THIRD PARTY DATA, INFORMATION, OR SERVICES AT ITS OWN RISK.

9. Indemnification.

9.1 By Story2. Story2, at its own expense, shall: (i) defend, or at its option settle, any claim, suit or proceeding brought by a third party against the Customer and its Affiliates and its and their licensors, suppliers, officers directors, employees and agents alleging that the Administrative Dashboard (other than Data) infringes an existing United States copyright or trademark; and (ii) pay any final and non-appealable judgment entered or settlement against Customer thereon; provided, however, that Story2 shall not be responsible for any compromise or settlement made without its prior consent. If the Administrative Dashboard is or may become the subject of such a claim, Story2 may, at its option: (1) modify or replace the affected parts so the Administrative Dashboard become non-infringing or (2) if the foregoing cannot reasonably be accomplished, terminate this Dashboard License and refund Customer for any prepaid fees specifically paid for access to the Administrative Dashboard. Story2 shall have no obligation with respect to any infringement claim based upon Customer's or its users' combination, operation or use of the Administrative Dashboard with non-Story2 information or services if the infringement claim would have been avoided had such combination, operation or use not occurred. Where infringement claims arise with respect to third party products, Story2's sole obligation is to pass through to Customer any indemnity that may be available to Correspondent under the terms and conditions of the agreement between Story2 and such third party vendor. THIS SECTION STATES THE ENTIRE LIABILITY OF STORY2 ANY INVOLVING FOR INFRINGEMENT THE ADMINISTRATIVE DASHBOARD.

9.2 By Customer. Customer will, if instructed by Story2, defend, and in any event indemnify, and hold harmless Story2 and its Affiliates and its and their licensors, suppliers, officers directors, employees and agents, from and against any and all third party claims arising out of or incurred as a result of: (i) any breach of this Dashboard License by Customer and/or its users; (ii) Customer's and its users' use of the Administrative Dashboard or any component thereof; and/or (iii) Data; provided, however, that Customer shall not be obligated to indemnify the Story2 entities to the extent the claim is

caused by Story2's gross negligence, misconduct, and/or breach of this Dashboard License. If Story2 instructs Customer to defend such claim, Customer shall pay any judgment entered or settlement against Story2 thereon,

9.3 <u>Process.</u> Each party's indemnification obligation under this Section 9 is conditional upon: (a) the indemnified party giving the indemnifying party prompt notice upon becoming aware the claim; (b) the indemnified party giving the indemnifying party the right to solely control and direct the investigation, preparation, defense and settlement of the claim; and (c) the indemnified party fully cooperates with the indemnifying party, at the indemnifying party's expense, in such defense and settlement. The indemnified party shall have the right, at its cost, to employ counsel of its choice to participate in the defense of such claim.

Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STORY2 WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS DASHBOARD LICENSE, THE ADMINISTRATIVE DASHBOARD AND ANY SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF STORY2 IS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Storv2'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER IN CONNECTION WITH THIS DASHBOARD LICENSE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER TO STORY2 DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY.

11. General.

11.1 <u>Assignment</u>. The Agreement and all rights and obligations hereunder are not assignable or transferable by Customer without the prior written consent of Story2, and any attempt to do so shall be void; provided, however, that Customer may, upon Story2's prior written consent, which shall not be unreasonably withheld, assign this Dashboard License in its entirety to a Customer Affiliate or to a successor entity in the event of a merger, acquisition of assets or shares, or other change in control.

11.2 <u>Force Majeure</u>. Except with respect to the obligation of payment, neither party will be in default or otherwise liable for any delay in or failure of its performance under this Dashboard License if such delay or failure arises by any reason beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Dashboard License.

- 11.3 <u>Limitation of Actions.</u> No action, regardless of form, arising out of this Dashboard License may be brought by Customer more than one year after the cause of action has been or reasonably should have been discovered.
- 11.4 Governing Law. This Dashboard License is deemed to be made under and shall be interpreted in accordance with the laws of the State of New York, excluding its conflict of laws provisions. The parties hereby submit to the jurisdiction and venue of the state and federal courts of New York County, New York for purposes of all legal proceedings arising out of or relating to this Dashboard License. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Dashboard License. In the event of a material dispute between the parties, both parties first shall make reasonable best efforts to remedy the dispute without outside intervention. The parties agree that the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Dashboard License or the transactions contemplated hereby.
- 11.5 <u>Independent Contractors</u>. Customer and Story2 are independent contractors and nothing in this Dashboard License will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Dashboard License, neither party will have or represent that such party has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.
- 11.6 <u>Notices</u>. All notices and consents required or permitted under this Dashboard License must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier, or by facsimile (receipt confirmed), or by email (with electronic confirmation of receipt), in each case to the as follows:
- (a) if to Customer, to the address provided in connection with Customer's purchase of access to the Story2 Platform and/or Services; and
- (b) if to Story2, to the address set forth on the cover page of this Agreement, or by email to administrator@story2.com.

Notices to Story2 should be sent to the attention of its Chief Financial Officer. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

- 11.7 Publicity. Customer hereby grants to Story2 the right to use Customer's name and logo on the Story2 web site and in Story2's collateral marketing materials relating to the Services, provided that Customer has approved in writing in advance the form of any such use, such approval not to be unreasonably withheld. Upon such approval, Customer agrees to allow Story2 to use Customer' name and logo (in such form as provided by Customer to Story2 for such purpose) solely as a reference, current customer or user of the Administrative Dashboard in Story2 marketing materials. The Parties shall, promptly after execution of this Dashboard License, prepare specific guidelines for Story2's use of Customer' name and logo that once agreed upon and approved will satisfy the Customer review process and will not require further written approval from Customer for uses of the Customer name and logo by Story2 in accordance with such guidelines.
- 11.8 <u>Severability</u>. If any provision of this Dashboard License is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Dashboard License will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.
- 11.9 <u>Waivers</u>. The failure of either party to enforce any provision of this Dashboard License, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Dashboard License.
- 11.10 LIMITED REMEDIES. WITHOUT LIMITING ANYTHING IN THIS DASHBOARD LICENSE, IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT EACH AND EVERY PROVISION OF THIS DASHBOARD LICENSE WHICH PROVIDES LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES (A) ARE A FUNDAMENTAL PART OF THE BASIS OF STORY2'S BARGAIN HEREUNDER, AND STORY2 WOULD NOT ENTER INTO THIS DASHBOARD LICENSE ABSENT SUCH LIMITATIONS, DISCLAIMERS AND EXCLUSIONS, AND (B) ARE INTENDED BY THE PARTIES TO BE ENFORCEABLE TO THE MAXIMUM ALLOWED BY APPLICABLE LAW, SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION AND TO BE ENFORCED AS SUCH. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW.
- 11.11 <u>Equitable Remedies</u>. Each party acknowledges that a breach of its obligations under this

Dashboard License could cause irreparable harm to the other party and that monetary damages may be difficult to ascertain. Therefore, without prejudice to the rights and remedies otherwise available to it, each party shall be entitled to receive relief by way of injunction or specific performance in any court of competent jurisdiction without the need of posting a bond or other security.

- 11.12 <u>No Third Party Beneficiaries.</u> This Dashboard License is made and entered into for the sole protection and benefit of the parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Dashboard License.
- 11.13 <u>Remedies Cumulative</u>. The enumeration herein of specific remedies shall not be exclusive of any other remedies. Any delay or failure by

any party to this Dashboard License to exercise any right, power, remedy or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy or privilege, nor to limit the exercise of such right, power, remedy, or privilege, nor shall it preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

11.14 <u>Entire Agreement</u>. This Dashboard License together with the Agreement supersedes all prior discussions, understandings and agreements with respect to its subject matter.



PerfectForms™ – End-User License Agreement



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PERFECTFORMS END-USER SOFTWARE LICENSE AGREEMENT FOR SOFTWARE PROVIDED BY PERFECTFORMS UNDER THIS LICENSE ONLY

IMPORTANT-READ CAREFULLY

The SOFTWARE contains valuable intellectual property of PERFECTFORMS and licensors of PERFECTFORMS and is protected by international copyright and other intellectual property laws and treaties. This SOFTWARE is licensed only, not sold.

IF YOU DO NOT AGREE WITH THE CONDITIONS SET OUT IN THIS LICENSE AGREEMENT DO NOT CONTINUE WITH THE INSTALLATION OF THE SOFTWARE. IF YOU CLICK ON THE "I ACCEPT" BUTTON BELOW YOU WILL BE DEEMED TO HAVE READ, UNDERSTOOD, ACCEPTED AND BE BOUND BY ALL THE TERMS OF THIS LICENSE.

YOU ACKNOWLEDGE AND AGREE THAT REGULATIONS 9 AND 11 OF THE ELECTRONIC COMMERCE (EC DIRECTIVE) REGULATIONS 2002 DO NOT APPLY TO THIS LICENSE AGREEMENT AND THAT FOR THE PURPOSES OF SUCH REGULATIONS YOU ARE NOT A CONSUMER AS DEFINED THEREIN.

IN THE EVENT THAT YOU DO NOT ACCEPT ANY LICENSE AGREEMENT ACCOMPANYING ANY SOFTWARE, YOU ARE NOT AUTHORIZED TO COPY, INSTALL, OR OTHERWISE USE ANY PART OF SUCH SOFTWARE.

Subject to and conditional upon the person, company or other legal entity (LICENSEE) on whose personal computer or computer network or hardware and storage facilities the SOFTWARE is being installed having paid in full the license fee for the SOFTWARE to PERFECTFORMS or an accredited PERFECTFORMS Partner, PERFECTFORMS hereby grants to the LICENSEE a non-transferable non-exclusive conditional license to use the SOFTWARE and Licensed Material for LICENSEE's own internal purposes only upon the terms and conditions set out herein. Any electronic or printed license agreement subsequently entered into by LICENSEE with PERFECTFORMS with respect to the Software shall supersede the license terms and conditions set out herein.

THIS LICENSE GRANTS LIMITED NON EXCLUSIVE RIGHTS ONLY TO THE LICENSEE TO POSSESS AND USE THE SOFTWARE. THE LICENSEE MUST ENTER INTO A FURTHER AGREEMENT WITH PERFECTFORMS OR AN ACCREDITED PERFECTFORMS PARTNER TO BE ENTITLED TO DELIVERY OF SUPPORT, MAINTENANCE, TRAINING OR ANCILLARY SERVICES.



1. DEFINITIONS

- 1.1 "Commencement Date" means the date any Software component is installed on any computer or computer network or hardware and storage facilities of the LICENSEE or the date the LICENSEE clicks on the "I Accept" button to accept this Agreement whichever is the earlier.
- "Configuration" means to configure the operation of the Software pursuant to clause 4 to perform certain predetermined functions offered by the Software or to operate or manipulate third party software products to meet the specific and reasonable requirements of the LICENSEE and to create accompanying documentation.
- "Evaluation Purposes" means the use of the Software and Licensed Material for the purposes of deciding whether or not to purchase a commercial production license to use the Software and Licensed Material or for the purposes of attempting to complete a course or activity under any CSL Partner Program.
- "Evaluation Period" means 2 weeks from the Commencement Date or any other period that the LICENSEE is licensed in writing by PERFECTFORMS to possess and use Software under this Agreement for Evaluation Purposes.
- "License Fee" means the fee paid (either on a periodic or perpetual basis) for the license of the Software under this Agreement by the LICENSEE to PERFECTFORMS or an accredited PERFECTFORMS Partner.
- "Licensed Material" means the latest version from time to time of any user manuals, specifications and other documentation relating to the Software published by PERFECTFORMS from time to time in any printed or electronic form.
- "Software" means the PERFECTFORMS software application accessed by reason of acceptance of this Agreement and any updates, upgrades, supplements, add-on components or customised or replacement software provided to the LICENSEE by PERFECTFORMS or an accredited PERFECTFORMS partner with respect to such software and any related processes specified in the Licensed Material as supplied to the LICENSEE by PERFECTFORMS or an accredited PERFECTFORMS partner.

2. GRANT OF RIGHTS

In consideration of and for such periods in respect of which the LICENSEE shall have paid the License Fee to PERFECTFORMS or an accredited PERFECTFORMS partner and subject to PERFECTFORMS's Software outsource licensing policy in clause 13, PERFECTFORMS hereby grants to the LICENSEE a non-transferable non-exclusive conditional license to use the Software and Licensed Material for its own internal use, to install the Software for commercial production on one physical or virtual server only at any one time and to configure the Software in accordance with clause 4.

Limited Software Evaluation Rights



In the event that PERFECTFORMS provides the LICENSEE with the Software and Licensed Material for Evaluation Purposes, then for the Evaluation Period only.

- 2.1 PERFECTFORMS hereby grants to the LICENSEE a non-transferable non-exclusive conditional limited license to use the Software and Licensed Material for Evaluation Purposes only.
- 2.2 PERFECTFORMS shall have no obligation or liability to provide support or maintenance or other services for Software or any training services under this Agreement.
- 2.3 THE SOFTWARE IS DEEMED ACCEPTED BY LICENSEE FOR ANY AND ALL EVALUATION PURPOSES AND IN ADDITION TO, AND WHERE APPLICABLE IN SUBSTITUTION FOR, THE LIABILITY DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET OUT IN CLAUSE 9, PERFECTFORMS PROVIDES THE SOFTWARE AND LICENSED MATERIALS AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SOFTWARE ("SUPPORT SERVICES") AS IS AND WITH ANY AND ALL DEFICIENCIES AND FAULTS AND THE LICENSEE ACCEPTS UNCONDITIONALLY THAT THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE UNDER THIS AGREEMENT AND ANY SUPPORT SERVICES, REMAINS WITH THE LICENSEE.

3. FEES

- 3.1 Unless otherwise stated or agreed all License Fees are payable in advance of the license period to which they relate. Invoices with respect to any license period will be issued as near as practicable to one calendar month prior to the commencement of such period. Any other services PERFECTFORMS may agree to provide to the LICENSEE under this Agreement shall be invoiced when delivered or on a monthly basis, at the discretion of PERFECTFORMS.
- 3.2 Unless otherwise stated all sums payable by the LICENSEE under this Agreement shall be due within 30 days of invoice. Interest on late payment shall be payable at a rate of 2% over the delinquent month/months LIBOR rate. Unless otherwise stated all fees and other sums payable hereunder are as stated exclusive of VAT and any other duties.

4. CONFIGURATION

Following such training as may be specified by PERFECTFORMS trained employees or contractors of the LICENSEE may configure the Software in accordance with such procedures as are specified from time to time for such Software by PERFECTFORMS. Any Configuration of Software in accordance with this clause 4 will become part of the Software and will continue to be subject to all the terms of this Agreement.

5. INTELLECTUAL PROPERTY



5.1 The LICENSEE agrees and acknowledges that this Agreement confers on it no rights in the Software or the Licensed Materials other than as are expressly granted by this Agreement and all copyright trademarks and other intellectual property rights in the Software, Licensed Material and any permitted Software Configuration or customisation made by the LICENSEE, PERFECTFORMS or accredited PERFECTFORMS partner are the exclusive property of PERFECTFORMS.

5.2 The LICENSEE shall not

- 5.2.1 Save as provided in clause 5.5 below copy or translate the whole or any part of the Software or the Licensed Material
- 5.2.2 Save as provided in clause 4 modify, merge or combine the whole or any part of the Software or the Licensed Material with any other software or documentation
- 5.2.3 Assign transfer sell charge or otherwise deal in or encumber the Software or the Licensed Materials nor use on behalf of or make available the same to any third party
- 5.2.4 Reverse engineer decompile or disassemble the whole or any part of the Software from object code into source code save as may be required to be permitted by any law applicable to this Agreement
- 5.2.5 Without the prior written approval of PERFECTFORMS, such approval to be not unreasonably withheld or delayed, disclose to any disaster recovery company the Software and/or the Licensed Material in the event of a loss of data and/or operation of the LICENSEE's computer system requiring such assistance.

5.3 The LICENSEE shall

- 5.3.1 Keep confidential the Software and the Licensed Materials and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Software and the Licensed Material permitted by this Agreement
- 5.3.2 Reproduce all copyright and trademark notices on each copy of the Software and the Licensed Material
- 5.3.3 Maintain an up-to-date record of the number of copies of the Software and the Licensed Material and their location and upon request forthwith produce such record to PERFECTFORMS and
- 5.3.4 Without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights in the Software and the Licensed Material in its possession from any access use copying or disclosure not authorized by this Agreement.



- The LICENSEE shall inform all relevant employees, agents and sub-contractors that the Software and the Licensed Material constitute valuable confidential information and the intellectual property of PERFECTFORMS and the LICENSEE shall take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 5.
- 5.5 The LICENSEE agrees that it will not make, or have made, any copies of the Licensed Materials or any part thereof or any copies of the Software or any part thereof other than copies which are necessary and used for back-up purposes.
- The LICENSEE agrees to use the Software only as provided in this Agreement and that it will not use the Software to develop similar systems or for any other purpose except that it's trained employees or contractors may make such configurations to the Software as are permitted under clause 4.
- 5.7 To assist with the development and to enhance the competitiveness of PERFECTFORMS's Software and services, LICENSEE may from time to time provide suggestions, comments or other feedback ("Suggestions") to PERFECTFORMS with respect to such Software and services. LICENSEE acknowledges and agrees that all Suggestions are and shall be given entirely voluntarily. Suggestions, even if designated as confidential by LICENSEE, shall not, absent a separate written agreement, create any confidentiality obligation on the part of PERFECTFORMS. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, PERFECTFORMS shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit Suggestions as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.
- 5.8 The provisions of this clause 5 shall survive any termination or expiry of this Agreement.

6. TERM AND TERMINATION

- The license granted by this Agreement shall commence on the Commencement Date and shall remain in full force thereafter only during such license periods in respect of which the License Fee shall have been paid in full unless and until terminated under clause 6.2.
- 6.2 This Agreement may be terminated
 - 6.2.1 Forthwith by PERFECTFORMS at any time after the Commencement Date that no Software license is in existence under this Agreement
 - 6.2.2 Forthwith by PERFECTFORMS if the LICENSEE fails to make any payment on the due date therefore and payment shall not have been made within 7 days' of a written request for the same



- 6.2.3 Forthwith by either party if the other commits any material breach of any term of this Agreement (other than one falling within clause 6.2.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days' of a written request to remedy the same or
- 6.2.4 Forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction)
- 6.3 Any termination of this Agreement pursuant to this clause 6 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party, nor the coming into or continuance in force of any clause which is expressly or by implication intended to come into or continue in force on or after such termination.

7. EFFECT OF TERMINATION

- 7.1 In the event of the termination of this Agreement for any reason whatsoever or the LICENSEE failing to renew the Software license granted under this Agreement upon the expiry of any license period, the LICENSEE shall
 - 7.1.1 Within 7 days of termination delete the Software from the LICENSEE's hardware and its storage facilities
 - 7.1.2 Within 7 days of termination return to PERFECTFORMS or an accredited PERFECTFORMS partner or otherwise destroy all other copies of the Software and Licensed Materials
 - 7.1.3 If requested by PERFECTFORMS provide a certificate signed by a duly authorized officer of the LICENSEE that the LICENSEE has complied with its obligations under clauses 7.1.1 and 7.1.2 and
 - 7.1.4 Forthwith pay any monies due to PERFECTFORMS or to become due at a later date.
- 7.2 Save only as expressly provided otherwise in this Agreement, no part of the License Fee or other fees paid under this Agreement shall be repayable on termination of this Agreement for any reason.



8. WARRANTIES

- 8.1 PERFECTFORMS warrants and represents that it has the right to license the Software as provided in this Agreement.
- 8.2 Notwithstanding any other provision of this Agreement PERFECTFORMS does not warrant that use of the Software will meet the LICENSEE's data processing requirements nor that the operation of the software will be uninterrupted or error-free.

9. LIMITATION OF LIABILITY

- 9.1 SUBJECT AS OTHERWISE PROVIDED IN CLAUSE 8, ALL CONDITIONS, DUTIES, WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE IN RELATION TO THE SOFTWARE OR ITS MAINTENANCE INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS, OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OF LACK OF NEGLIGENCE, OF TITLE, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF CORRESPONDENCE TO DESCRIPTION, OF NON-INFRINGEMENT, WITH REGARD TO THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, OR RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9.2 SUBJECT AS OTHERWISE PROVIDED IN CLAUSES 8 AND 9.3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, PERFECTFORMS SHALL BE UNDER NO LIABILITY TO THE LICENSEE FOR ANY LOSS, DAMAGE OR INJURY, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT OR CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH, REASONABLE CARE OR NEGLIGENCE AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE LICENSED MATERIAL, THE PROVISION OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, HOWSOEVER ARISING, AND WHETHER OR NOT CAUSED BY THE TORT (INCLUDING NEGLIGENCE), FAULT, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY OR MISREPRESENTATION OF PERFECTFORMS ITS EMPLOYEES OR AGENTS, EVEN IF PERFECTFORMS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR INJURY, SAVE THAT PERFECTFORMS SHALL ACCEPT LIABILITY WITHOUT LIMIT FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF PERFECTFORMS.
- 9.3 In each year of this Agreement PERFECTFORMS's total aggregate liability for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the License Fee (if any) received by PERFECTFORMS in the 12 months prior to the event giving rise to liability. The LICENSEE releases PERFECTFORMS from all obligations, liabilities, claims or demands in excess of this limitation and acknowledges and agrees that other parts of this Agreement rely upon the inclusion of this section and the resulting allocation of risks. If the LICENSEE has acquired the Software in a jurisdiction that does not allow the exclusion or limitation of incidental or



consequential damages, to the extent only that such provisions are contrary to the laws of such jurisdiction, the above limitation or exclusion may not apply to such LICENSEE.

9.4 PERFECTFORMS shall have no liability of any nature whatsoever for Configurations or modifications made to the Software by the LICENSEE or any third party whether or not made in accordance with clause 4.

10. GENERAL

- 10.1 Save to the extent required by the laws of California and not withstanding any other provision in this Agreement PERFECTFORMS gives no warranties and shall have no liability of any nature whatsoever for third party software supplied to the LICENSEE by PERFECTFORMS or any accredited PERFECTFORMS partner.
- 10.2 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- Subject to PERFECTFORMS's Software outsource licensing policy in clause 13, the LICENSEE shall not assign, transfer, charge or make over or purport to assign, transfer, charge or make over this Agreement or any of its rights or obligations hereunder or any part thereof without prior consent of PERFECTFORMS. This Agreement does not create any right enforceable by any person not a party to it.
- This Agreement will be governed by California law as applied to agreements entered into and to be performed entirely within California, without regard to its choice of law or conflicts of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state courts in San Diego County, California or federal court for the Southern District of California. This agreement does not limit any rights that PERFECTFORMS Inc. may have under trade secret, copyright, patent or other laws.
- 10.5 PERFECTFORMS reserves the right and LICENSEE acknowledges and agrees that PERFECTFORMS may unilaterally make reasonable changes to these terms and conditions provided that PERFECTFORMS gives the LICENSEE not less than one calendar months' notice of such changes.

11. NOTICES

Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class post or by facsimile or email to the address of the other party set out in this Agreement (or such other address as may have been notified) and any such notice or other document shall be deemed



to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile or email) upon the completion of transmission, provided that if sent by email such notice is confirmed as soon as practicable by any other form of notice.

12. ELECTRONIC AGREEMENTS

The LICENSEE acknowledges and agrees that

- by accessing, using, receiving or downloading any Software and by making electronic transmissions to PERFECTFORMS in connection therewith this Agreement and any other license conditions attaching from time to time to the use of Software are legally binding upon it whether or not an authorized employee agent or contractor of the LICENSEE clicked on any electronic button or such similar links as may be designated by PERFECTFORMS to accept this Agreement or download any Software.
- 12.2 pursuant to any applicable statutes, regulations, rules, ordinances or other laws, THE LICENSEE ACCEPTS THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, CONTRACTUAL TERMS, RECORDS OF TRANSACTIONS AND OTHER DATA INITIATED OR COMPLETED THROUGH ELECTRONIC MEANS WITH PERFECTFORMS and
- 12.3 the licensee hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention or filing of electronic or non-electronic records.

13. SOFTWARE OUTSOURCE LICENSING POLICY

Subject to the conditions set out in this clause 13 at all relevant times being satisfied, PERFECTFORMS agrees that this Agreement shall be deemed to also apply to any company, organization or entity (an "Outsource Services Provider") to which the LICENSEE has entered into a contract to take possession of the Software and to outsource the operation, support and maintenance of the Software ("Outsource Services") for such period during which the LICENSEE is contracted to receive Outsource Services or for such periods in respect of which the LICENSEE shall have paid the License Fee to PERFECTFORMS or an accredited PERFECTFORMS partner (whichever period expires earlier) so that while the LICENSEE remains so contracted the Outsource Services Provider shall be entitled to use the Software in accordance with the terms and conditions of this Agreement (and then only for the sole purposes of providing Outsource Services to the LICENSEE).

Software Outsource Licensing Conditions

13.1 The LICENSEE and the Outsource Services Provider are at all times not in breach of the terms of this Agreement or any other agreement governing the use of the Software or with PERFECTFORMS.



- Any additional services or charges incurred by PERFECTFORMS as a result of the LICENSEE so contracting with the Outsource Services Provider or the Outsource Services Provider providing Outsource Services shall be paid by the relevant party to PERFECTFORMS upon demand.
- 13.3 The LICENSEE shall give not less than 30 days prior written notice to PERFECTFORMS of any transfer of possession of the Software to an Outsource Services Provider and prior to such transfer the Outsource Services Provider shall, in a writing, confirm to PERFECTFORMS that it agrees that its possession and use of the Software shall be governed by this Agreement or, at PERFECTFORMS's sole discretion, by the terms of PERFECTFORMS's then current standard Software license agreement (the terms of which will be sent to the Outsource Services Provider upon request). All notices should be sent to PERFECTFORMS in accordance with clause 11.
- 13.4 The LICENSEE shall confirm to PERFECTFORMS in writing that it has in its possession at the time of transfer (and shall retain thereafter) no copies of the transferred Software other than backup copies.
- 13.5 The LICENSEE shall fully and unconditionally indemnify and keep so indemnified PERFECTFORMS against any loss damage costs and expenses arising from or incurred by reason of any failure of the Outsource Services Provider to comply with the terms and conditions of this Agreement (or such other agreement nominated by PERFECTFORMS under clause 13.3) or fulfil the duties of the LICENSEE there as if such Outsource Services Provider was a party thereto. Accordingly and for the purposes of this clause 13 only, references in this Agreement (or such other agreement nominated by PERFECTFORMS under clause 13.3) to the LICENSEE shall be deemed to be references to the Outsource Services Provider and the performance or discharge of any obligation by PERFECTFORMS there to either the Outsource Services Provider or the LICENSEE shall be in full satisfaction of such obligation to the other.

IN WITNESS WHEREOF, the parties have executed this Agreement.
PERFECTFORMS, INC. By:
Name: Paula Selvidge Title: CEO
Title: CEO
East Hampton Union Free School District
Ву:
Name:
Title:



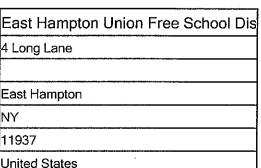


Match Quote to Lead



PerfectForms Inc, 2035 Corte Del Nogal, Suite 165, Carlsbad, CA 92011

Contact Robert Hagan
Email robert.hagan@ehufsd.org
Phone 631-626-0191





Quotation

Date: 25 May 2017

Quote No.: 11958-RH

Quote Expiry Date:

07/31/2017

Account Manager: Jeff Bowden Email: jbowden@perfectforms.com

Product	Qu.	Price \$	Subtotal \$	Discount \$	Total \$
On-Demand Account (6 licenses)	1.00	6,000	6,000	600	5,400
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Other Terms/Arrangements:

TOTAL USD

6,000

600

5,400

License fees are payable in advance of the license period to which they relate. Technical Support is limited to 5 designated contacts and support inquiries must be routed through those 5 designated contacts from your company.

Purchase of the On-Demand Account comes with 6 Licenses (Full, Basic or any combination), 1GB of Data Storage, Connection Agent, Single Sign-On Module, Training, First Form Development Assistance and Technical Support. PerfectForms is offering a 10% education discount as reflected above. The offer above is directed solely at East Hampton Union Free School District and not meant for public distribution. It is intended solely for the use of the individuals and company to whom this offer is addressed. Any dissemination, distribution or copying is strictly prohibited without the written consent of PerfectForms.







Print Quotation





SERVICE ORDER FORM

NO.05222017ED00048350

May 22 2017

Rosetta Stone Ltd.
135 West Market Street
Harrisonburg, Virginia 22801
(P) 800-788-0822
(F) 540-437-2843
www.rosettastone.com

Rosetta Stone Contact:
Britnie McDonald
Account Manager, K12
Phone: 800-788-0822 ext. 7842
Email: bmcdonald@rosettastone.com

Customer Shipping Address:

Robert Hagan
East Hampton Union Free School District
4 Long Ln
East Hampton, NY 11937-2409
US

Contact Phone:

Contact Email: hagan@elischools.org

Robert Hagan
East Hampton Union Free School District
4 Long Ln
East Hampton, NY 11937-2409
US

Billing Contact:	
Billing Contact Phone:	
Billing Contact Email:	

We are excited to present this quotation for products and services in the Rosetta Stone Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

	PRODUCT DESCRIPTION		QTY.	UNIT	PRICE	A TC	TAL
and levels for use on Win select Android devices (t languages: English US, S subscription period speci	essons V3 for K-12 Fixed Term License in one of all comment ows and Mac computers and access to all product specific mo "License"). Includes a digital download of Supplementary Manish (Latin America), French, German, and Latin. Licenses and below where all licenses start and end on the same date. Li	obile applications for iOS or laterials for the following are for named users for a	120	USD	105.00	USD 1	2,600.00
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Sub Total	s during the subscription period.			l <u>-</u>		USD I	2,600.00
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- Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.
- * Renewal: existing site expires on August 6 2017.

Pricing is valid for 30 days.

TERM AND TERMINATION

This Agreement becomes effective upon its execution by both parties and continues in effect for a period of 12 months following the service activation date of August 6, 2017 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform

or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 60 day terms, F.O.B. Origin.

ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the top of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone Enterprise License Agreement ("ELA"), available at www.rosettastone.com/legal. The ELA, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ENTERPRISE LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

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ROSETTA STONE LTD.	EAST HAMPTON UNION FREE SCHOOL DISTRICT
Ву:	Ву:
Authorized Signing Authority	Authorized Signing Authority
Authorized Signing Authority Simon Bemochaal VP aperativs	
Printed Name/Title	Printed Name/Title
5/25/17	
Date	Date



Quote ID: 95950 Contract Period: 08/01/17 - 06/30/18

Quote Date: 05/04/17 Valid Until: 06/30/17

Client Information

Account Name: East Hampton Union Free S	SD
Address	Client
4 Long Ln East Hampton, NY 11937 Phone: 631-329-4100	Robert Hagan Email: <u>rhagan@ehufsd.org</u> Phone: (631)329-4132

About Achieve3000®

Achieve3000 is the leading literacy platform in today's blended learning programs, with differentiated solutions that serve over two million students worldwide. Based on decades of scientific research, Achieve3000's patented and proven solutions for grades PreK-12 and Adult Education reach all students at their individual reading levels to accelerate their learning, improve test scores, and help them succeed in school and beyond.

Your custom quote includes the solutions listed below. To explore more options, such as our multi-year quote with LOCKED-IN PRICING for three full years, please contact sales.support@achieve3000.com for an adjusted quote.

Discover all of Achieve3000's research-based solutions, plus all that's new for the upcoming school year, by visiting www.achieve3000.com.

	Participating Schools	Site License Package(s)
J	John M Marshall Elem School	LIT-PRO-A, SA-Bundle
•		

item #	Product	Cost	Qty	Total
2017-LIT- PRO-A	Achieve3000®'s Pro Differentiated Literacy Solution: up to 250 students, 2 PLS days included	\$14,250.00 per site	1	\$14,250.00
2017-SA- Bundle	Achieve3000®s Smarty Ants®: unlimited student licenses at one site, 1 PLS day included.	\$4,050.00 per site	1	\$4,050.00
Imp Resources	Achieve3000 Implementation Resources for teache	rs and students.		\$200.00
Support Fee Full technical and data support		\$225.00		
Subtotal:		***************************************		\$18,725.00
ORDER TOTA	\L:			\$18,725.00

See Next Page for Quote Acceptance



Quote ID: 95950

Acceptance

	Achieve3000	
Account Name	Melissa Feingold	
Signature	Signature Melissa Feingold, Renewals Consultant	
Name, Title	Name, Title	
	5/25/17	
Date	Date	

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000 1985 Cedar Bridge Ave., Suite 3 Lakewood, NJ 08701 Fax: 316-221-0718

Email: orders@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at www.achieve3000.com/terms-of-service. By signing this quote, you are agreeing to such terms and conditions.

A Proven Solution for Summer Success! Engage, motivate and accelerate learning this summer with Achieve Intensive, the brand-new rapid intervention solution for Grades 2-12 from Achieve3000! Visit www.achieve3000.com/intensive to learn more.

















Quote ID: 86056

Contract Period: 08/01/17 - 06/30/18

Quote Date: 04/28/17 Valid Until: 06/30/17

Client Information

Account Name: East Hampton Union Free SD	والمنافقة والمنا
Address	Client
4 Long Ln East Hampton, NY 11937 Phone: 631-329-4100	Robert Hagan Emall: <u>rhagan@ehufsd.org</u> Phone: (631)329-4132

About Achieve3000®

Achieve3000 is the leading literacy platform in today's blended learning programs; with differentiated solutions that serve over two million students worldwide. Based on decades of scientific research, Achieve3000's patiented and proven solutions for grades Prek-12 and Adult Education reach all students at their individual reading levels to accelerate their learning, improve test scores, and help them succeed in school and beyond.

Your custom quote includes the solutions listed below. To explore more options, such as our multi-year quote with LOCKED-IN BRICING for three full years, please contact sales support action an adjusted quote.

Discover all of Achieve 3000's research-based solutions, plus all that's new for the opcoming school year, by visiting www.achieve3000 cont

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The state of the s	
Participating Schools	
East Hampton High Schgol	
And the same of th	

ltem #	Product	Cost	Qty	Total
2016-SCI- GNT-STDT x1	eScience3000 Student License: 1-Year Per Sludent Pricing Subscription to differentiated core science curriculum content.	\$25,50 per site	50	\$1,275.00
2016-SC1- STOT	eScience3000 Differentiated science solution; includes 1 student license	\$16.50 per student	50	\$825.00
Subtotal:				\$2,100.00
PRDER TOT	1.7		سپېدر محمد پ ې د رسمه	\$2,100.00

See Next Page for Quote Acceptance:

ACHIEVE3000	
Quote 10: 86056	
Acceptance	Anhlinga 2000
Account Name	Achieve 3000 Melini Findd
Signature	Signature Melissa Fernfild, Renewals Consultant
Name, Title	Name, Trie b-17
Date	Date

The Complete Signed Quote and Purchase Orders can be sent to:
Achieve3000

1985 Cedar Bridge Ave., Suité 3 Lakewood, NJ 08701 Fax: 316-221-0718 Email: orders@achieve3000.com

This quote is governed by and subject to the Achieve3000 terms and conditions at www.achieve3000.com/terms-of-service, By signing this quote, you are agreeing to such terms and conditions:

A Proven Solution for Summer Success! Engage, motivate and accelerate learning this summer with Achieve Intensive, the brand-new rapid intervention solution for Grades 2-12 from ... Achieve 3000! Visit www.achieve3000.com/intensive to learn more.

Ternantyants mideisson temperature importation escention sportation LevelSet AchieveIntensive



QUOTE

444 N Wells St Ste 305 Chicago IL 60654 T† 877.365.8745 F} 312.896.7376

Tax ID#: 58-2464254

Date 5/25/17

QUOTATION PREPARED FOR
East Hampton Union Free School District
ATTN: Bob Hagan
4 Long Lane
East Hampton, NY 11937-2506

Mastery Manager Subscription Term

Start: 7/15/17

End: 7/14/20

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1850.00	MM-CFOR: Mastery Manager Plus Module	\$5.65	\$10,452.50
1850.00	MM-CS-FAIB: Certica 83,000+ Question Formative Assessment Item Bank	\$3.21	\$5,938.50
1.00	MM-3550: Initial Setup Costs: Database build, import of files and State/CCSS	\$2,745.00	\$2,745.00
1.00	MM-6000: Three (3) non-consecutive days of on-site Professional Development	\$3,990.00	\$3,990.00
4.00	Kodak Scanner: Model # i2620 *60 Forms/Minute	\$1,195.00	\$4,780.00
4.00	Kodak Scanner Shipping	\$29.00	\$116.00
		SUBTOTAL	\$28,022.00
		SALES TAX	
		TOTAL	\$28,022.00

QUOTATION PREPARED BY	PHONE	EMAIL
Robbie Brown - Education Solutions Area Manager	P1 (877) 365-8745 x352 C1 (801) 309-1644	rbrown@goldstarlearning.com
In order to accept this quotation, please fax a Purch	ase Order to (312) 896-7376 o	r email to the address above.

MASTERY MANAGER

SOFTWARE SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") is made and entered on this 1st day of July, 2017 (the "Effective Date") by and between East Hampton Union Free School District, with offices located at 4 Long Ln East Hampton, NY 11937-2506 (hereinafter referred to as the "Customer"), and Goldstar Learning, Inc., a Georgia corporation with offices located at 444 North Wells St. Suite 305, Chicago, IL 60654 (hereinafter referred to as the "GSL").

WHEREAS, GSL is the owner or licensee of certain proprietary software products as described in more detail in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Software");

WHEREAS, GSL desires to make available to Customer, and Customer desires to obtain from GSL the right to access and use, the Software on a remote, web-enabled basis; and

WHEREAS, GSL agrees to make the Software available to Customer and Customer agrees to utilize the Software all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms and conditions:

1. Use Of Software

- 1.1 Access. Subject to the other terms and conditions set forth herein, during the Term GSL will provide Customer access and use of the Software (but not access or use of the source code relating to the Software) for the purposes of using the Software and training Users to use the Software. Customer is authorized to provide access to and use of the Software only to its Users as defined in Section 1.2, below. Customer shall not, and Customer shall ensure that its Users do not: (i) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive any source code of the Software; (ii) alter or copy, or permit a third party to alter or copy, any part of the Software; (iii) use the Software to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process, or other services to third parties; (iv) license, sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Software to any third party; or (v) create, copy, post on the Internet, or use in any other manner any screen shots or other visual depictions of the Software for any purpose without the prior written consent of GSL. Upon receiving written notification of any restrictions on the Software imposed by GSL or any embedded third party software vendors, Customer agrees to comply with any such restrictions.
- 1.2 <u>Users.</u> Customer's access and use of the Software shall be designated on Exhibit B as either "District-wide" or "School Specific". Under each circumstance, Customer may designate only its employees as "Users" under this Agreement. For clarification purposes, a school district's employees shall include all employees of that school district and all employees of the specific schools within that district. However, under the "School Specific" circumstance, the applicable school's employees include only those persons employed by that specific school and the employees of the district office. Each individual User will be instructed by Customer's administrative User on

how to access the Software and will select a separate User name and choose his or her own password. No User may have more than one simultaneous login to the Software. Customer agrees that all Users shall be subject to all of the terms, conditions and restrictions provided by this Agreement and Customer will be fully responsible and liable for its User's use of the Software.

- 1.3 Conditions of Use. When using the Software, Customer shall: (i) provide, at Customer's sole cost and expense, all services, hardware, software, and other technology (including Internet access service) necessary to access the Software and Customer shall be solely responsible for installing, maintaining, securing and supporting all such technology; (ii) be solely responsible for administering access privileges with respect to the Users and maintaining the security of all User names, passwords, and other confidential information relating to Customer's use of the Software; (iii) promptly report to GSL any errors or irregularities in the performance of the Software and, if the Software fails to function in accordance with corresponding specifications, Customer shall provide sufficient information and cooperation in support of GSL's efforts to duplicate and correct such failure; (iv) perform Customer's obligations hereunder and ensure that Customer's use of the Software shall comply with any and all applicable laws, rules, and regulations; (v) ensure that Customer's Users comply with all terms and conditions of this Agreement; and (vi) if Customer uses the Item Banking Module be responsible, at Customer's sole cost and expense, for the storage of video and audio files associated with Item Banking.
- 1.4 <u>Use of Compatible Forms</u>. GSL has designated certain forms for data input that are compatible with and tested for use with the Software. Customer agrees that it shall use only those forms in the course of Customer's use of the Software. GSL shall not be responsible in any way for any defects, malfunctions, errors or failures in the performance of the Software or in the integrity of the data produced by the Software caused as a result of Customer's use of any forms for data input other than the compatible forms designed and made available by GSL.
- 1.5 <u>Training and Support</u>. GSL will provide introductory training and telephone support with respect to Customer's use of the Software as further described in Exhibit B.

2. MODULES DESIGNATED AS BETA SOFTWARE

- 2.1 <u>Definition and Applicability of Terms</u>. Notwithstanding anything in this Agreement to the contrary, the following terms and conditions shall apply to the access and use of any Software identified in Exhibit A as "Beta" Software ("Beta Software"). The Beta Software is in the latter stages of its development and is software that GSL desires to test in a user environment prior to general commercial release of the Beta Software. Customer is under no obligation to accept or use Beta Software; but if Customer does choose to access and use the Beta Software, Customer acknowledges it is getting access to the Beta Software prior to GSL's general customer base and agrees to the following terms and conditions.
- 2.2 Use, Testing and Reporting. Customer hereby agrees to use and test the Beta Software and provide GSL with its opinions and assessments of the Beta Software. Customer shall, use and operate the Beta Software in compliance with any documentation, specifications and testing standards and procedures supplied by GSL. Customer shall report to GSL any malfunctions, bugs, errors, functional deficiencies or other failures of the Beta Software to perform in accordance with its specifications ("Software Deficiency") and cooperate with GSL with regard to providing and

- ascertaining other information concerning the circumstances of such Software Deficiency and possible remedies for the Software Deficiency. However, GSL shall have no obligation under this Agreement to correct any Software Deficiency in the Beta Software.
- 2.3 <u>Use of Suggestions</u>. GSL shall have the right to use, in any manner and for any purpose, any information, suggestions, concepts, improvements or other enhancements with respect to the Beta Software that are reported or communicated to GSL as part of its testing and use of the Beta Software.
- 2.4 No Fees for Beta Software. There shall be no monetary fees payable for Beta Software. Customer's testing and reporting regarding the Beta Software shall be the sole and exclusive manner of compensating GSL for the right to use the Beta Software as described herein. Furthermore, there shall be no fee payable to Customer for the performance of its testing and reporting obligations hereunder. The ability to use the Beta Software shall be the sole and exclusive compensation to Customer for performing the testing and reporting obligations hereunder.
- 2.5 Disclaimer and Limitation. Customer understands and agrees that it is accepting the Beta Software on an experimental basis for testing purposes only. Customer further understands and agrees that it is anticipated that there are likely to be Software Deficiencies and that the occurrence of such Software Deficiencies is inherent in the beta testing relationship established hereunder. Given the nature of Beta Software and Customer's intended use as a beta tester of the Beta Software, Customer agrees that the Beta Software should not be exclusively relied upon in connection with the operation of any aspect of its business. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE BETA SOFTWARE IS PROVIDED "AS-IS" WITH NO WARRANTY WHATSOEVER. GSL HEREBY DISCLAIMS ALL WARRANTIES. CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS, IMPLIED, ARISING BY LAW, CUSTOM, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. GSL does not warrant that: (a) the Beta Software shall satisfy Customer's requirements; (b) is without defect or error; or (c) shall operate in an uninterrupted or error-free manner. GSL does not and cannot control the flow of data to or from GSL's network, its service provider's network, or other portions of the Internet. Accordingly, GSL cannot guarantee that Customer's connection to the Internet will not be impaired or disrupted, and GSL hereby disclaims any and all liability resulting from or related to such events. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL GSL BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), INCLUDING BUT NOT LIMITED TO. DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, ARISING OUT OF OR RELATING TO THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE BETA SOFTWARE.
- 2.6 <u>Post-Beta Software</u>. Upon any Beta Software achieving the performance standards desired by GSL ("Post-Beta Software"), GSL agrees that it shall make the Post-Beta Software available for access and use by the Customer to add as an additional module under this Agreement, upon payment by Customer of GSL's then-current commercial fees for such Post-Beta Software.

3. PROPRIETARY RIGHTS

- 3.1 GSL Property. "GSL Property" includes, but is not limited to, the Software, all materials associated therewith, and any other content, products, documentation, software, materials, or other technology related to the Software including, but not limited to, any and all modifications, enhancements, updates, and configurations, whether written, printed, electronic, or in source code or any other format, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property rights in any of the foregoing. For the avoidance of doubt, GSL Property does not include Customer Data.
- 3.2 Ownership. GSL retains all right, title, and interest in and to the GSL Property. GSL grants only those rights and licenses expressly provided for herein and does not thereby transfer any title or ownership interest to the GSL Property or any modifications, enhancements, or derivative works thereof. Customer shall not interfere with or otherwise challenge GSL's rights in the GSL Property or remove or alter, or cause or allow to be removed or altered, any notice, symbol, or legend or any trademark, copyright notice, or other proprietary rights appearing in or on any of the GSL Property. Customer hereby assigns to GSL all rights it may have in any and all suggestions, concepts, improvements, or other enhancements communicated by Customer or Customer's Users to GSL with respect to the Software.

4. FEES AND PAYMENT TERMS

- 4.1 <u>Subscription Fees</u>. Customer shall pay GSL a thirty-six (36) month initial term subscription fee according to the payment schedule set forth in Exhibit B for the access granted hereunder. Fees associated with any Renewal Terms shall likewise be set forth in Exhibit B.
- 4.2 <u>Invoices</u>. The Subscription Fee for the Initial Term shall be due and payable within 30 days after execution of this Agreement. Subscription Fees associated with any Renewal Terms shall be set forth on a written invoice, which shall be provided to Customer at least thirty (30) days prior to the end of the then-current term and shall be due within thirty (30) days after the date of invoice. Any payments not made in full when due shall bear interest at a rate of the lesser of (a) 1½% per month on all amounts due but unpaid or (b) the maximum amount allowed by law.
- 4.3 <u>Taxes</u>. Customer shall pay all applicable taxes associated with the access to and use of the Software under this Agreement, except for taxes imposed on GSL's income and payroll. Notwithstanding the foregoing, Customer shall not be responsible for such taxes for which Customer has provided GSL with a valid, properly executed exemption certificate.

5. WARRANTY DISCLAIMERS

GSL warrants that the Software shall perform in all material respects in accordance with the then-current documentation provided by GSL. GSL's sole responsibility, and Customer's sole remedy, under this warranty with respect to any material defects in the Software shall be its use of commercially reasonable efforts to correct the defect within a reasonable period of time, or, if GSL is unable to so correct the Software, GSL shall refund to Customer the portion of the Subscription Fees that relates to the defective portion of the Software. GSL shall have no responsibility for, and this warranty shall be voided in the event of: (i) errors or defects caused by Customer's neglect, misuse, or damage to the Software; (ii) use

of the Software with any technology or data not in accordance with the GSL's specifications; (iii) errors or defects caused by Customer Data; (iv) use of data input forms not provided by or approved by GSL; or (v) any loss of data or use of the Software as a result of any breach of security of the technology used by Customer in connection with the Software. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. GSL does not warrant that: (a) the Software shall satisfy Customer's requirements; (b) is without defect or error; or (c) shall operate in an uninterrupted or error-free manner. GSL does not and cannot control the flow of data to or from GSL's network, its service provider's network, or other portions of the Internet. Accordingly, GSL cannot guarantee that Customer's connection to the Internet will not be impaired or disrupted, and GSL hereby disclaims any and all liability resulting from or related to such events.

6. CONFIDENTIALITY

- 6.1 Restrictions. Each party shall at all times, both during the term hereof and for a period of at least three (3) years after termination, keep in confidence all Confidential Information (as defined below) using a standard of care such party uses with its own information of this nature, but in no event less than reasonable care. The receiving party shall not use any Confidential Information other than in the course of its permitted activities hereunder. Without the prior written consent of the disclosing party, the receiving party shall not disclose any Confidential Information except on a "need to know" basis to an employee or contractor under binding obligations or confidentiality substantially similar to those set forth herein. If a party is legally compelled to disclose any of the other party's Confidential Information, then, prior to such disclosure, the receiving party will (i) assert the privileged and confidential nature of the Confidential Information and (ii) if legally permissible to do so, notify and cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, the receiving party shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.
- 6.2 <u>Definition</u>. "Confidential Information" shall mean this Agreement, business plans, marketing plans, affiliated parties, potential customers, customer and supplier lists, pricing information, and all information a party discloses to the other which has been either (i) characterized in writing as confidential at the time of its disclosure or (ii) orally characterized as confidential at the time of disclosure. Confidential Information does not include any information which the receiving party can demonstrate: (a) is previously rightfully known to the receiving party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or public domain; (c) is disclosed to the receiving party by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving party without access to the Confidential Information.
- 6.3 <u>Trade Secrets</u>. Notwithstanding the above, Customer agrees to maintain the confidentiality of all "trade secrets" of GSL forever, unless written consent otherwise is received by Customer. "Trade Secret" information covered by this restriction shall include, but shall not be limited to, any and all information related to the Software and documentation. All terms and conditions with respect to

- Confidential Information shall pertain to "trade secrets" except that the obligation of non-disclosure shall be perpetual with respect to "trade secrets."
- 6.4 Ownership and Use of Customer Data. The parties acknowledge and agree that, as between Customer and GSL, all information and data collected, processed or generated as a result of Customer's use of the Software, including all personally identifiable information related to an individual student and all content (including test questions, pictures, audio and video content) uploaded by Customer (collectively, "Customer Data"), shall be owned by Customer. GSL shall treat all Customer Data as Customer's Confidential Information. GSL shall be entitled to maintain back up databases of Customer Data, but shall only use Customer Data as necessary to fulfill its obligations under this Agreement. Upon request by Customer and payment of a nominal fee to cover GSL's administrative costs, GSL will provide to Customer a copy of Customer Data as it exists on GSL's databases on a compact disk or other mutually agreed to media format. For any Customer Data constituting "education records" or personally identifiable information in "education records" (as such term is defined in the Family Educational Rights and Privacy Act 20 U.S.C. § 1232g), GSL will destroy such Customer Data once it is no longer needed for the purposes of GSL's performance under this Agreement. Customer shall be responsible, at its expense, for procuring all consents, licenses, approvals or permissions related to the Customer Data as may be necessary to enable GSL to perform the services and provide the Software (including all Customer Data uploaded therein) for Customer as contemplated herein.

7. TERM AND TERMINATION

- 7.1 Term; Renewal. Unless earlier terminated in accordance to the terms hereof, this Agreement shall remain in force and effect for a period of thirty-six (36) months from the date of execution hereof (the "Initial Term"). This Agreement shall automatically renew for additional and consecutive twelve (12) month periods (each, a "Renewal Term") unless either party notifies the other party of their intent not to renew this Agreement at least sixty (60) days prior to the end of the then-current term. The term of this Agreement (the "Term") shall include the Initial Term and any Renewal Term(s). EACH PARTY HEREBY ACKNOWLEDGES AND AGREES TO THE FOREGOING AUTOMATIC RENEWAL PROVISION.
- 7.2 <u>Termination</u>. This Agreement may be terminated for cause by either party upon twenty (20) days written notice to the other party in the event the other party fails to perform or observe any term, covenant, or agreement contained in this Agreement to be performed or observed by said party and such failure remains unremedied for twenty (20) days after written notice thereof.
- 7.3 Termination for Non-Appropriation: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Customer are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then Customer will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. Customer will also provide GSL with documentation showing the funding initially appropriated for Mastery Manager is no longer available and that a "best effort" was made to acquire new funding. Additionally, Customer agrees not to sign a similar agreement

- with another company for an assessment platform like Mastery Manager for a period of one year from the agreement termination.
- 7.4 <u>Effect of Termination</u>. Upon termination or expiration of this Agreement, Customer shall cease using the Software and promptly return all documentation and all related materials to GSL (or destroy all copies thereof) within fourteen (14) days following the date of termination.

8. INDEMNITIES; LIMITATION OF LIABILITY

- 8.1 GSL Indemnity. GSL will defend, hold harmless and indemnify Customer 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 Customer to the extent based on an allegation that Customer's access or use of the GSL Property in accordance with this Agreement infringes any U.S. patent, copyright, trademark, or trade secret of a third party; provided that Customer did not alter, modify, or otherwise change the GSL Property that gave rise to such claim and provided that Customer notifies GSL by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Section. Following written notification of an infringement claim, GSL may, at its expense, and in its sole and absolute discretion (but without obligation to do so) either (i) procure for Customer the right to continue to use the alleged infringing products or services; or (ii) replace, modify or provide substitute products or services to the Customer which are, in Customer's reasonable opinion, of equal or greater quality to make it non-infringing; or (iii) terminate Customer's access to the allegedly infringing products or services refund to Customer any pre-paid but unaccrued fees with respect to the infringing products or services. GSL shall not indemnify or defend Customer or be liable for any claims hereunder if the finding of infringement is based on the combination, operation, or use of the GSL Property with hardware, data, software, or technology not provided or approved in writing by GSL if such claim would have been avoided by use of such items that were provided or approved by GSL.
- 8.2 <u>Customer Indemnity</u>. Customer will defend, hold harmless and indemnify GSL 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 GSL to the extent based on an allegation that information, data, content or other material (including without limitation, Customer Data) imported into the software by Customer or at Customer's request infringes or misappropriates any patent, copyright, trademark, trade secret or any other proprietary right of a third party.
- 8.3 <u>Indemnification Procedures</u>. Each Party's indemnification obligations hereunder shall be subject to (i) receiving prompt notice of the existence of any claim subject to indemnification hereunder; (ii) receiving full cooperation of the indemnified Party in the defense thereof; (iii) the indemnitee providing to the indemnitor sole control of the defense or settlement negotiations (provided that if the settlement involves any obligation on the part of the indemnitee other than the payment of money by the indemnitor, such settlement shall not be binding on the indemnitee unless and until approved by the indemnitee in writing). The indemnitee may participate in the defense or settlement at its own expense.
- 8.4 <u>Limitation of Liability</u>. IN NO EVENT WILL GSL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE

OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. FURTHER, IN NO EVENT WILL GSL'S CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS REGARDING THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, EXCEED THE FEES PAID BY CUSTOMER TO GSL FOR ANY PART OF THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION FIRST OCCURRED.

8.5 <u>Customer Data and Third Party Materials</u>. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GSL IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF THE CUSTOMER DATA OR ANY OTHER INFORMATION, DATA, CONTENT OR OTHER MATERIAL IMPORTED INTO THE SOFTWARE THAT HAS BEEN PROVIDED BY CUSTOMER OR A THIRD PARTY, NOR IS GSL RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF ANY INFORMATION, DATA, CONTENT OR OTHER MATERIAL FOUND ON ANY THIRD PARTY WEB SITES TO WHICH THE SOFTWARE MIGHT LINK.

9. SUSPENSION OF SERVICE.

GSL shall have the right in its sole discretion to immediately suspend Customer's access to and use of the Software in the event that: (i) any invoice remains unpaid for more than thirty days after the date such invoice became due and payable, (ii) Customer materially breaches GSL's proprietary rights with respect to the Software, or (iii) Customer's use or abuse of the Software constitutes, in GSL's reasonable discretion, a threat to the security, integrity or ongoing operation of the Software, GSL's network or facilities, or the data or content of GSL or other GSL Customers. Provided that this Agreement remains in effect and that Customer is in compliance with all terms and conditions contained herein, GSL will promptly restore Customer's access to and use of the Software upon Customer's cure of such issues.

10. MISCELLANEOUS

- 10.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Customer, including purchase order, and Customer hereby disclaims any terms therein, except for terms therein relating to product description, quantity thereof, pricing therefore, shipment and delivery.
- 10.2 <u>Assignment</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, legal representatives and assigns. Notwithstanding the foregoing, Customer shall not assign its rights or obligations hereunder without the prior written consent of GSL.

- 10.3 Amendment; Additional Modules. This Agreement may be amended only by a writing signed by duly authorized representatives of each party. After the Effective Date, Customer and GSL may agree to add additional Software modules under this Agreement by completing and executing an addendum to Exhibit B, adding the additional modules. Upon execution of such addendum and payment of the fees pertaining to such added Software module(s), this Agreement will be deemed amended to add such Software module(s) under this Agreement and the parties' rights and obligations with regard to same shall be as set forth under this Agreement.
- 10.4 Governing Law; Venue. Illinois law (without regard to any jurisdiction's conflict-of-laws principles) exclusively governs all matters based upon, arising out of, or relating in any way to this Agreement, including without limitation, all disputes, claims or causes of action arising out of or relating to this Agreement as well as the interpretation, construction, performance and enforcement of this Agreement. No action involving this Agreement may be brought except in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, Eastern Division.
- 10.5 <u>Prevailing Party</u>. In the event of a breach of any of the terms and conditions contained herein, the prevailing party shall be entitled to recover from the breaching party its reasonable attorney's fees and costs incurred in enforcing its rights hereunder.
- 10.6 <u>Enforceability</u>: Severability. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- 10.7 <u>Waiver</u>. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 10.8 <u>Survival</u>. The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.
- 10.9 <u>Counterparts</u>. Agreement may be executed in counterparts or by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- 10.10 <u>Force Majeure</u>. Neither party shall be in default or be liable for any delay, failure in performance or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.
- 10.11 <u>Independent Contractors</u>. The relationship between GSL and Customer is that of independent contractors and neither Customer nor its agents shall have any authority to bind GSL in any way.
- 10.12 <u>Professional Services</u>. If any GSL professional services are being provided, then such professional services are provided pursuant to the terms of a separate agreement between GSL and Customer. The parties acknowledge that such services are acquired independently of the Software

made available hereunder, and that provision of such services is not essential to the functionality of such Software.

- 10.13 <u>Headings</u>. The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.
- 10.14 <u>References.</u> GSL may use Customer's name in any customer reference list, marketing materials or in any press release issued by GSL regarding the Software and/or provide Customer's name and the names of the Software used by GSL to business partners of GSL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GOLDSTAR LEARNING, INC.	EAST HAMPTON UNION FREE SCHOOL DISTRICT
By:	Ву:
fold the Coffee	
Printed Name: Peter M. Duffy	Printed Name:
Title: President	Title:

EXHIBIT A

LICENSED SOFTWARE MODULES

Mastery Manager, located at https://www.masterymanager.com, is a SaaS (Software as a Service) model, web-based software solution for school personnel to manage student assessment data and monitor student performance. It is made up of the following components:

Mastery Manager Core: Allows a user to setup, scan, and score student assessments and generate various types of reports utilizing data from the student assessment results. These reports include, but are not limited to, scoring reports, assessment analysis, student progress, student scores, and educational learning standards progress reports. Mastery Manager allows for the disaggregating of data for a variety of reporting purposes.

Dynamic Form Generator: Provides the ability to generate dynamic student answer forms to match various assessment question types for online data input or for printing out student response forms on plain paper.

Rubrics: Provides the ability to build scoring rubrics for online display and scoring or printing out paper-based scanable scoring rubrics.

Online Testing with Item Banking: Provides for the centralized warehousing of locally developed assessment items or for housing the questions from Mastery Manager partner item banks if purchased separately. Item bank can be queried for assessment questions matching specific criteria, such as a learning standard. Questions are then displayed and selected for inclusion on the assessment and the assessment is generated to be administered online, or supported question types may be printed out for offline administration. Students login to Mastery Manager's sister site, www.examlogin.com. to take the online assessments.

Item bank includes support for imbedding video or audio HTML objects within locally developed assessment items.

Note: Item bank storage capacity on Mastery Manager servers is capped at 3 GB per distinct teacher ID in the active schedule file and bandwidth usage is capped at 3 GB per month per distinct teacher ID in the active schedule file.

Certica Solutions, Inc. Navigate Item Bank (Formerly NWEA/ETS Item Bank): The Certica Navigate Item Bank contains more than 87,500 high-quality items with 36,000+ items for K-12 in Mathematics, 36,000+ items for K-12 in English Language Arts (Reading, Writing, and Research), 11,000+ items for grades 3-12 in Science, 4,000+ items for grades 6-12 in Social Studies. Each item has been checked for an alignment match to the standards of all 50 states, Washington, D.C., and the ETS National Frameworks.

Certica Solutions, Inc. Navigate Item Bank (Formerly NWEA/ETS Item Bank) LICENSE GRANT: Goldstar Learning Inc. (GSL) is a Distributor of Certica Solutions, Inc. Navigate Item Bank. Goldstar Learning's Client (the "Customer") is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the FAIB within the State in which the Customer is organized, authorized and resides (the "Customer Territory") to provide non-commercial access to and use of any or all of the items from Certica Solutions, Inc.'s Navigate Item Bank (referred to herein as the "FAIB" or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the FAIB as "Items") to students registered within the Customer's schools/districts for the sole purpose of

performing formative assessments of those students (the "License"). The Customer is strictly prohibited from using or promoting any Items in the FAIB as high stakes assessments. The results of high-stakes assessments are used for purposes other than improving student learning, such as graduation tests, college admissions tests and teacher evaluation assessments. All rights, licenses and privileges not expressly granted to the Customer under the License will remain exclusive to Certica Solutions, Inc. ("Certica"). Without limiting the generality of the foregoing, the Customer acknowledges that Certica retains all rights under copyright and all other intellectual property rights in and to the FAIB, all Items included therein, all revisions, modifications, translations, or other adaptations or transformations of the FAIB or the Items, including assessments, and other derivative works created there from (collectively the "Derivative Works"). The Customer's rights to access and use the FAIB, the Items and all Derivative Works thereof shall terminate upon the earlier of (i) termination of the agreement between the Customer and GSL granting this License, or (ii) termination of GSL's right and license to distribute the FAIB. Customer acknowledges that use of the FAIB, the Items and all Derivative Works thereof after termination of the License is strictly prohibited and would constitute infringement of Certica's proprietary rights.

Pursuant to the License, the Customer acknowledges and agrees that certain Items in the FAIB may include material licensed by third parties to Certica ("Third Party Content") and that Certica's rights in and to such Third Party Content may expire or otherwise terminate during the term of the License. Any rights in and to Third Party Content will at all times be limited and subject to Certica's rights in and to the respective Third Party Content, notwithstanding anything to the contrary in the Customer's agreement with GSL. Throughout the term of the License Certica will have the right, at its sole discretion, to modify the FAIB, and to delete, and require the deletion by the Customer, of specific Items and/or passages from the FAIB.

CERTICA REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY REGARDING THE CERTICA NAVIGATE ITEM BANK (FORMERLY NWEA/ETS ITEM BANK). Certica represents that it has the right to grant this license. CERTICA. AND GSL MAKE NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. CERTICA AND GSL ARE NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE CUSTOMER USING THE FAIB. CERTICA AND GSL WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE FAIB OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY CERTICA OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR FAIB IN ACCORDANCE WITH THE LICENSE OR THE CUSTOMER'S AGREEMENT WITH GSL. CERTICA IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

CERTICA WILL HAVE NO LIABILITY UNDER THE CUSTOMER'S AGREEMENT WITH GSL. IN NO EVENT SHALL CERTICA BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL CERTICA BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO CERTICA BY OR ON BEHALF OF THE CUSTOMER PURSUANT TO THE

LICENSE OR THE CUSTOMER'S AGREEMENT WITH GSL DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

By signing this agreement page I acknowledge that I have read and agree to the above Certica Solutions, Inc. Navigate Item Bank (Formerly NWEA/ETS Item Bank) and GSL provisions outlined in Exhibit A as they relate to the use of the Certica Solutions, Inc. Navigate Item Bank.

GOLDSTAR LEARNING, INC.	EAST HAMPTON UNION FREE SCHOOL DISTRICT
Ву:	Ву:
felith John	
Printed Name: Peter M. Duffy	Printed Name:
Title: President	Title:

EXHIBIT B MASTERY MANAGER SOFTWARE SUBSCRIPTION LICENSE FEES

EAST HAMPTON UNION FREE SCHOOL DISTRICT MASTERY SUBSCRIPTION FOR ENROLLMENT UP TO 1,850 STUDI				
Mastery Manager Module	36-Month Initial Term Annual Fee			
Mastery Manager Plus Module: Includes assessment creation, dynamic forms generator, rubric builder, scanning and scoring, reporting, item banking and online testing	\$10,452.50			
Certica Navigate Item Bank: Over 87,500 test items for kindergarten through grade 12 and science for grade 3 through high school.	\$5,938.50			
Total Annual Fee	\$16,391.00			
Mastery Manager Initial Setup: Covers Setup of The School's Mastery Manager Database, Review and Initial Import of Student and Schedule Data Files. Setup of The New York State and Common Core Learning Standards.	\$2,745.00			
3 non-consecutive days of on-site professional development with up to two 3-hour training sessions per day.	\$3,990.00			
Total Net Year One Fees	\$23,126.00			

EXHIBIT B MASTERY MANAGER SOFTWARE SUBSCRIPTION LICENSE FEES

Type of Subscription License (check one):

Type of Subscription Lice	nse (check one):	X District Wide License							
<u></u>		School Specific License							
EAST HAMPTO SUBSCR	N UNION FREE SO IPTION FOR ENRO	CHOOL DISTRICT MASTERY MANA DLLMENT UP TO 1,850 STUDENTS	AGER						
INITIAL SUBSCRIPTION TERM		INITIAL 36-MONTH TERM IANAGER SUBSCRIPTION FEE SC	HEDULE						
07/01/17-06/30/20	Includes Mastery M Item Bank, and one-	07/01/17: \$23,126.00 07/01/18: \$16,391.00 07/01/19: \$16,391.00 anager Plus Module, Certica Solutions, time setup fee.	Inc. Navigate						
OPTIONAL 12-MONTH RENEWAL TERM	EST	IMATED ANNUAL RENEWAL FEE							
Ist Renewal Fee Due	MM-CFOR	Mastery Manager Core Plus Module	\$5.95						
07/01/20	MM-CS-FAIB	Certica Solutions' Navigate Item Bank \$3.25							
		Net Annual Renewal Fee per Student	\$9.20						
	ADDITIO	NAL STUDENTS							
36-month term of this agreement modules.	will be charged an additional	ed on an annual basis. Mastery Manager access a student enrollment exceeding 1,850 students du onal annual subscription fee of \$8.86 per studen	rring the initial t for the above						
Annual renewal enrollment charge Manager schedule file in the prev	es are determined by the ious 12 months.	highest number of distinct student IDs in the ac-	tive Mastery						
*Initial Term Subscription Fees as written notice.	e firm for 36 months and	thereafter may be subject to annual increases upo	on sixty (60) days						
GOLDSTAR LEA	RNING, INC.	EAST HAMPTON UNION I SCHOOL DISTRICT	FREE						
Ву:		By:							
fold Maly									
Printed Name: Peter M. Duffy		Printed Name:							

Title: President

Title: ___

EHUFSD AP DEPT.

May 12, 2017 12:51:15 pm JUN - 7 2017

Contract for Cooperative Educational Services

RECEIVED THIS AGREEMENT made this 1st day of July, 2017 by and between the EASTERN SUFFOLK BOCES, party of the first part, and EAST HAMPTON UFSD, party of the second part. WITNESSETH, That whereas party of the first part has been duly authorized to provide the approved Services below and has been authorized to enter into agreements with boards of education and school trustees, under the provisions of sections 1950-51 of the Education Law.

NOW THEREFORE, The said party of the first part hereby agrees to provide to the party of the second part the following Services during the 2017-18 school year at the indicated cost:

		Basis for Current Contract				
Program/ Serial No. Service	Quantity/ Share	Unit Cost Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current Contract
001.100 Administration	0.0000	0.0000 Actual Usage	229,839.00	229,839.00	00:00	229,839.00
002.100 Rental of Facilities	0.0000	0.0000 Actual Usage	103,935.00	103,935.00	00:00	103,935.00
103.110 Special Career Education 12-1-1	9.0000	23,262.0000 Annual	00.00	209,358.00	00:00	209,358.00
202.100 Special Education 12-1-1 (Full Day)	1.0000	49,910.0000 Student	0.00	49,910.00	0.00	49,910.00
202.2/5 Kelated Svc - Indivdual Aide (F I) 202.436 Orientation & Mobility	2.0000	52,818.0000 Year 4,666.0000 Sess/Stud/WK/Yr	0.00	105,636.00 9,332.00	0.00 0.00	105,636.00 9,332.00
205.100 Special Education 8-1-1 (Full Day)	13.0000	62,440.0000 Student	0.00	811,720.00	0.00	811,720.00
205.205 Related Svc - Counseling (Ind)	13.0000	4,666.0000 Sess/Stud/Wk/Yr	0.00	60,658.00	0.00	60,658.00
205.210 Related Svc - Counseling (Group)	6.0000	2,315.2000 Sess/Stud/Wk/Yr	0.00	13,891.20	00'0	13,891.20
205.235 Related Svc - Occ Therapy (Ind)	6.0000	4,666.0000 Sess/Stud/Wk/Yr	0.00	27,996.00	00.00	27,996.00
205.245 Related Svc - PT (Individual)	00000	4,666.0000 Sess/Stud/Wk/Yr	0.00	27,996.00	00.00	27,996.00
205.255 Related Svc - Speech/Lang Imp (Ind)	12.0000	4,666.0000 Sess/Stud/Wk/Yr	0.00	55,992.00	0.00	55,992.00
205.297 Autism/Behav Parent Training	30.000	171.5600 Hour	0.00	5,146.80	00:00	5,146.80
205.428 Related Service - Speech Consult	30.000	116.6500 Session	00.0	3,499.50	00:00	3,499.50
205.434 Related Svc-Occ Therapy Consult	30.000	116.6500 Session	00.00	3,499.50	0.00	3,499.50
313.100 Itinerant Vision	5.0000	5,528.0000 Sess/Stud/WK/Yr	00.0	27,640.00	0.00	27,640.00
313.422 Itinerant Vision Consult	185.0000	138.2000 Session	0.00	25,567.00	0.00	25,567.00
405.100 Exploratory Enrichment-Coord. Fee	0.000	0.0000 Actual Usage	1,785.00	1,785.00	0.00	1,785.00
405.110 Exploratory Enrichment Programs	0.0000	0.0000 Actual Usage	10,500.00	10,500.00	0.00	10,500.00
440.100 Arts-in-Ed Coordination Fee	0.0000	0.0000 Actual Usage 0.0000 Actual Usage	95.20 560.00	95.20 560.00	0.00	95.20 560.00

May 12, 2017 12:51:15 pm

Contract for Cooperative Educational Services

1,754.00 6,178.00

15,587.07 6,526.97 1,146.38

14,826.72 217.35

9,259.70

877.00

13,400.00 2,680.00 1,972.00 4,804.31 19,023.58 1,125.00 91.00 240.00

14,889.68 8,239.92

1,223.00 4,428.00

				_		
Program/ Serial No. Service	Quantity/ Share	Unit Cost Cost Basis	Current Fixed Cost	Initial Contract	Adjustments To Date	Current
508.100 Library Automation 508.100.120 Library Auto (601 - 2000 Enroll) 508.200 Follett, Follett Destiny & OPALS	1.0000	1,754.0000 Per District 0.0000 Actual Usage	0.00 6,178.00	1,754.00 6,178.00	0.00	1,754.00
514.430 School Data Bk Svc -Full Svc K-12 514.520 NYS Req. Report per stud-PS/PK-12 514.530 NYS Required Reporting	1,849.0000 1,849.0000 1,849.0000	8.4300 Student 3.5300 Student 0.6200 Student	0.00	15,587.07 6,526.97 1,146.38	00.00	15,587.07 6,526.97 1,146.38
516.210 Lib. Svc/Media-Virtual Ref. Collect 516.210.109 Virtual Ref. Collect 3-12 Online 516.220 Library Services - Supp. Databases	1,564.0000	9.4800 Student 0.0000 Actual Usage	0.00 217.35	14,826.72	0.00	14,826.72
516.250 Digital Media Library-PreK-12 w/VRC 516.250.109 Digital Med Lib-PreK-12 w/VRC	1,798.0000	5.1500 Student	0.00	9,259.70	0.00	9,259.70
516.300 Library Svc/Media Part. (50% disc) 516.300.120 Lib/Med 601-2000 stud. (50% disc.	1.0000	877.0000 Per District	0.00	877.00	0.00	877.00
531.300 Customized Staff Development 531.310 Customized Staff Dev. (Coord. Fee)	0.0000	0.0000 Actual Usage 0.0000 Actual Usage	13,400.00 2,680.00	13,400.00 2,680.00	0.00	13,400.00 2,680.00
531.510 Professional Development workshops 531.510 Regional Scoring for NYSESLAT Asses 531.510 Earli Septing Septing for NYSED 3.9	1.0000	0.0000 Actual Usage	1,972.00 4,804.31	4,804.31	0.00	1,972.00 4,804.31
531.510 Pull Service Scolling for NTSED 3-5 531.530 NYS Att.Assess-Gr 3-HS Reg.Tm. N/C 531.550 NYSAA Bsline Chks and Collegial Rvw 531.560 NYS Att. Assess. Reg Test Scoring	1.0000 1.0000 1.0000	0.0000 Actual Usage 0.0000 Actual Usage 0.0000 Actual Usage 0.0000 Actual Usage	13,023.30 1,125.00 91.00 240.00	19,023.38 1,125.00 91.00 240.00	00.0	13,023.58 1,125.00 91.00 240.00
601.440 Emergency Notification Systems 601.440.160 School Messenger Emerg. Notif.	0.0000	0.0000 Actual Usage	5,468.25	5,468.25	0:00	5,468.25
601.455 Finance Manager 601.455.120 Fin Mngr Offsite Enhod Dis Rec/Te 601.455.190 Fin Mngr Off-Site Bokp B 1000-399	0.0000	1,854.0000 Annual 4,428.0000 Annual	1,223.00	1,223.00	00:0	1,223.00 4,428.00
601.850 Schooltool 601.850.120 Schooltool K-12 BOCES Support 601.850.131 Schooltool Maintenance	1,807.0000	8.2400 Student 4.5600 Student	0.00	14,889.68 8,239.92	0.00	14,889.68 8,239.92

May 12, 2017 12:51:15 pm

Contract 4,734.34 2,529.80 14,519.30

3,437.00 3,437.00 982.00 2,598.75 109.00 6,279.00

1.00

1,400.00

3,551.00

4,190.48 10,738.00

475.00 402.00 1,313.00 1,232.50 3,859.00 2,767.50

3,531.50

8,272.50

Contract for Cooperative Educational Services

		Adjustments To Date	00:00	00.0	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	000	0.00	0.00	0.00	0.00	0.00	0.00
		Initial A Contract	4,734.34	2,529.80	14,519.30		3,437.00 <	3,437.00	982.00	2,598.75	109.00	6,279.00	1.00	3,551.00	1,400.00	4,190.48 10,738.00	475.00	402.00	1,313.00	1,232.50	3,859.00 2,767.50	8,272.50	3,531.50
		Current Fixed Cost	00:00	2,529.80	14,519.30		00:00	00.00	00:00	00:00	00:00	00:00	1.00	00:0	00:00	0.00	475.00	402.00	1,313.00	0.00	3,859.00 2,767.50	0.00	0.00
School Year 2017-18	Basis for Current Contract	Unit Cost Cost Basis	2.6200 Student	0.0000 Actual Usage	2.1800 Student		4.9100 Test	4.9100 Test	4.9100 Test	9.4500 Test	109.0000 Actual Usage	2.9900 Test	0.0000 Actual Usage	3,551.0000 Year	1,400.0000 District	74.8300 Student 191.7500 Per Student Est	0.0000 Actual Usade	0.0000 Actual Usage	0.0000 Actual Usage	42.5000 Per Person	0.0000 Actual Usage 0.0000 Actual Usage	33.0900 Per User	10.0900 Employee/Year
		Quantity/ Share	1,807.0000	00000	0.0000		200.000	200.000	200.0000	275.0000	1,0000	2,100.0000	0.0000	1.0000	1.0000	56.0000 56.0000	0.000	0.0000	0.0000	29.0000	0.0000	250.0000	350.0000
EASTERN SUFFOLK BOCES EAST HAMPTON UFSD		Program/ Serial No. Service	601.850.132 Schooltool Support per Student	601.850.140 Schooltool - Mgmt. Fee- 10% of co	601.850.150 Schooltool BOCES Hosting Fee	601.990 Test Scanning and Reporting	601.990.160 Test Scan/Rpt NYS ELA Grades 3-8	601.990.170 Test Scan/Rpt NYS Math Grades 3-8	601.990.180 Test Scan/Rpt NYS Science 4 &/or	601.990.300 Test Scan/Rpt NYSESLAT	601.990.315 TestScan/RptNYSAA MinChrgPerExan	601.990.320 Test Scan/Rpt Regents All Exams	609,300 Pr Consulting Services	612.110 Cooperative Bidding 612.110.120 Coop Bidding Grp B (1000-2899 sdn	618.210 Global Compliance	623.110 Nonpublic Textbk Distr - Admin Fee 623.120 Nonpublic Txtbk DistTextbook Fee	624.200 NYSED Pre-Service Driver Training	624.210 NYSED Monitor/Attend Basic Training	624.225 NYSED Refresher Training-Drver/Mon	624.230 NYSED DRV/Mon Phys PerfTest	624.240 DMV 19A 624.250 Defensive Driving	628.100.200 Basic Level Fee - Per User	633.130 Workers Comp Consortium Coord.

EAST HAMPTON UFSD **EASTERN SUFFOLK BOCES**

May 12, 2017 12:51:15 pm School Year 2017-18

Total of Service Costs - All Funds: Summary:

1,665,099.80 (Except 001/002)

(CoSer 002) (CoSer 001)

103,935.00 229,839.00 1,998,873.80

Adm. & Clerical Costs:

Total Contract Costs:

Capital Costs:

The party of the second part hereby agrees to pay the total contract cost to the party of the first part according to the following schedule: 10 Times per year

This contract shall not be valid or binding until it is approved by the Commissioner of Education. IN WITNESS WHEREOF, the parties have set their hands the day and year above written.

EASTERN SUFFOLK BOCES

(Party of the First Part)

4 LONG LANE, EAST HAMPTON, NY, 11937-2409

201 SUNRISE HIGHWAY, PATCHOGUE, NY, 11772-

(Post Office Address)

Signature, President and/or Clerk, Board of Education (As Authoized)

(Party of the Second Part)

EAST HAMPTON UFSD

(Post Office Address)