

TI MathForward™
Terms and Conditions of Service
Agreement # 08232011SARACOFL

This Service Agreement ("Agreement"), the provisions of which shall be effective as of **August 23, 2011** (the "Effective Date"), is made and entered into by and between TEXAS INSTRUMENTS INCORPORATED, a Delaware corporation with its principal address at 12500 TI Boulevard, Dallas, Texas 75243 ("TI"), and the **School Board of Sarasota County** ("District"), with its principal address at **1960 Landings Boulevard, Sarasota, FL 34231**

RECITALS

WHEREAS, the District has chosen to implement the TI MathForward™ Program (the "Program") using the **On-Ramp** model selected by the District with participating teachers in the following school(s) **North Port High School and Venice High School** ("Campus(es)"); and

WHEREAS, the District and TI have set out in this Agreement the mutual obligations of the parties in connection with the Program, and Exhibit A the Statement of Work ("SOW") to be performed in connection with the Program; and

WHEREAS, the District's Board has authorized the District to execute this Agreement, to provide for the payment of the sums provided in this Agreement to TI as consideration for TI's services; and

WHEREAS, TI has been duly authorized to enter into this Agreement with the District;

NOW THEREFORE, in consideration of the Recitals set forth above, which are incorporated into the body of this Agreement, the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the **District and TI agree as follows:**

AGREEMENT

1. **Term.** This Agreement shall be effective from **August 23, 2011 to August 22, 2012** (the "Term"), unless sooner terminated in accordance with the provisions of this Agreement or extended in writing by the inclusion of one or more additional SOWs. Should an additional SOW be entered into under this Agreement which extends a party's obligations beyond the stated Term, this Agreement shall remain in effect until thirty (30) days after completion of all such additional SOWs.

2. Services to Be Performed by TI.

2.1 **Training Services.** TI will provide to the District certain services ("Services") as set forth in each SOW attached hereto, in accordance with the schedule set forth therein or as otherwise agreed upon by the parties. The training will be conducted by educational professionals selected by TI, with whom TI has contracted to perform the Services.

2.2 **Training and Curriculum Materials.** As part of the Program, and subject to the terms and conditions of the license granted herein in Section 8, TI will provide the materials listed in the SOWs (the "Training Materials"). These are the only materials that TI will provide to the District, Campuses and Participating Teachers as part of the Program.

2.3 **Meetings.** TI will, upon request from the District, meet with District personnel to discuss any issues which may arise in connection with the Program or this Agreement.

2.4. **Contact Person.** TI designates the following person as TI's contact person in connection with the Program or this Agreement:

Name: Steven Bailey
Title: Director, Business Development
Address: 7800 Banner Drive, MS 3920, Dallas, Texas 75251
Telephone: 972-917-1382 **Fax:** 972-917-4296 **Email:** sbailey@ti.com

TI may change its designated contact person from time to time by giving the District written notice of the change.

2.5 **Background Checks.** TI agrees that before any of its employees or agents will be permitted on school grounds while students are present, such employees or agents will be fingerprinted and have their backgrounds checked as provided by Florida law. TI's employees and agents will coordinate with the District to arrange a mutually convenient time for the District to conduct the fingerprinting. TI will bear the cost of the fingerprinting/background checks. The District has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the District pursuant to Florida law.

3. District Obligations

3.1 **Performance of SOW Requirements.** The District will perform the District's obligations set out in the SOWs in a timely manner, and will require the Campus and the Participating Teachers to comply with any applicable implementation obligations set out in the SOWs. The parties acknowledge and agree that, as an essential element of the Program, each party must fulfill each and every implementation obligation assigned to it in the SOWs. Further, the parties agree that the schedule assigned to each element, as set forth in the SOWs, is a critical requirement under the obligations. Failure by either party to perform its obligations or to adhere to the

schedule may adversely affect the effectiveness of the Program.

3.2. Payment. The District agrees to promptly pay TI in accordance with the terms of this Agreement.

3.3 Meetings. The District will, upon request from TI, meet in a timely manner to discuss any issues or concerns which may arise in connection with the Program or this Agreement.

3.4 Contact Person. The District designates the following persons to act as the District's contact for the Program and this Agreement:

PRIMARY CONTACT

Name: Steve Cantees

Title: Exec. Director of High Schools

Address: 1960 Landings Boulevard

Sarasota, FL 34231

Telephone: (941) 927-9000, ext. 31137

Fax:

Email: Stephen_cantees@sarasota.k12.fl.us

The District may change its designated contact person from time to time by giving TI written notice of the change.

4. Compensation/Rates, Charges and Taxes.

4.1 Compensation/Rates and Charges. As compensation for the Services provided by TI under this Agreement, the District shall pay TI the amounts set forth in the SOWs in accordance with the payment schedule provided therein or upon submission by TI of an invoice setting out the amount of payment due and describing the Services performed. It is understood and agreed that the District will be obligated to pay TI the payments owed under this Agreement from funds appropriated by the District (as described in Section 4.3 below).

4.2 Payments. Payments shall be due and payable within thirty (30) days from the date of TI's invoice. Payments not made when due shall accrue interest in accordance with the provisions of Florida law.

4.3 Appropriated Funds. The District hereby represents and warrants to TI, that the District's Board appropriated and budgeted for payment under this Agreement, all funds necessary to meet the District's payment obligations under this Agreement for the Term.

4.4. Taxes. The amount of compensation shown in the SOW does not include the amount of any taxes to which the District may be subject. If the District is exempt from the payment of taxes in connection with the Program, the District shall provide to TI a sales tax exemption certificate or other appropriate documentation required to establish the tax exemption. If the District is subject to the payment of taxes on any portion of the Program, the District will promptly notify TI of this fact, and TI will add sales taxes to the compensation to be paid to TI as required by applicable law, and the District will pay such taxes in addition to the stated compensation.

5. Termination

5.1. **Termination for Convenience.** TI or the District may terminate this Agreement and any SOW hereunder for any reason, including but not limited to reasons of convenience, by providing the other party with at least thirty (30) days prior written notice.

5.2. **Termination for Breach.** In the event of a material breach of this Agreement by either party, the non-breaching party may notify the party in breach of such breach in writing and, if said breach is not cured within thirty (30) days after such notification, the non-breaching party may immediately terminate this Agreement. Notwithstanding the foregoing, either party may immediately terminate this Agreement by providing written notice and without giving the other party a chance to cure if the other party: (i) is involved in any voluntary or involuntary bankruptcy proceeding or any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization or indebtedness or the like, and such proceeding is not dismissed within sixty (60) days; or (ii) becomes insolvent or is unable to pay its debts in the ordinary course of business or makes an assignment for the benefit of its creditors.

5.3. **Effect of Termination.** Upon receipt of notification of termination, whether for convenience or cause, (i) TI shall immediately cease performance of Services under this Agreement, (unless the parties agree to continued performance up to a specified date or activity), and (ii) the District shall pay TI for all Training Materials provided and Services performed by TI to the date of termination, within 30 days after the date of termination. The District may, however, offset any monies due to it by TI prior to payment.

6. Limitation of Liability and Damages

6.1. **WAIVER OF CONSEQUENTIAL DAMAGES.** THE FOREGOING NOTWITHSTANDING, THE DISTRICT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PURSUE OR OBTAIN PUNITIVE, SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES AGAINST TI WITH REGARD TO ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL TI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT RECEIVED BY TI AS COMPENSATION UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE OR EXTEND THESE LIMITS.

6.2 **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** THE DISTRICT RECOGNIZES THE EDUCATIONAL NATURE OF THE SERVICES TO BE PERFORMED BY TI UNDER THIS AGREEMENT AND THAT THE EFFECTIVENESS OF THE PROGRAM IS DEPENDENT ON FACTORS WHICH ARE BEYOND THE CONTROL OF TI, INCLUDING, BUT NOT LIMITED TO, THE DILIGENCE WITH WHICH PARTICIPANTS PURSUE THE TRAINING ACTIVITIES. TI DOES NOT MAKE ANY REPRESENTATIONS, GUARANTIES OR WARRANTIES OF ANY KIND AS TO THE EFFECTIVENESS OF THE PROGRAM IN ACHIEVING ANY PARTICULAR LEVEL OR DEGREE OF RESULTS, OR ANY GOALS OR STANDARDS SET OR ADOPTED BY THE DISTRICT. TI DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED WITH REGARD TO THE PROGRAM OR THE TRAINING MATERIALS.

7. **Notice.** Unless otherwise specified herein, any notice to either party by the other party shall be deemed to have been properly given if mailed to said party by certified mail, return receipt requested or if sent by facsimile or by overnight courier if evidence of receipt is verified and if correctly addressed to the last address for notice that the sending party has for the recipient at the time notice is given:

NOTICE TO TI

Name: Herbert Foster
Title: Business Services Manager
Address: 7800 Banner Drive MS 3918
Dallas, Texas 75251
Telephone: 972-917-1522
Fax: 972-917-1795
Email: h-foster@ti.com

NOTICE TO THE DISTRICT

Name: Steve Cantees
Title: Exec. Director of High Schools
Address: 1960 Landings Boulevard
Sarasota, FL 34231
Telephone: (941) 927-9000, ext. 31137
Fax:
Email: Stephen_cantees@sarasota.k12.fl.us

Notice given by certified mail, return receipt requested, as provided above, with copy sent concurrently by facsimile or email, will be deemed delivered, whether or not actually received, three days after deposit in the US mail. Notice given in any other manner will be deemed delivered if and when actually received. Either party may change its address for notice by providing written notice of the change in the manner for giving notice provided herein.

8. **Intellectual Property Rights and Materials License Grant.** Title, ownership to, and rights in intellectual property rights in the Training and Curriculum Materials delivered by TI hereunder this Agreement, including all permitted copies thereof shall remain with TI and its licensors. Subject to the District's compliance with and fulfillment of its responsibilities under this Agreement, TI grants the District a license to use, copy and internally distribute the Training and Curriculum Materials for the sole purpose of instructing teachers employed by the District in the elements of the Program.

9. **General Provisions**

9.1 **No Third Party Rights** This Agreement is entered into solely between, and may be enforced only by, TI and the District, and this Agreement shall not be deemed to create any rights in any third parties, including employees, suppliers or subcontractors, or to create any obligations of a party to any such third parties.

9.2 **Merger, Modification, and Severability.** This Agreement, together with the SOW, constitutes the entire agreement between the parties as to the subject matter hereof, and supersedes any and all prior commitments, understandings, agreements and the like between the parties concerning the subject matter of this Agreement. To the extent of any conflict, the terms of each SOW shall supersede the terms of this Agreement. Except as otherwise provided herein, this Agreement, and the SOW hereto, may only be modified

by a writing signed by an authorized representative of each of the parties. A faxed or emailed signature shall have the same legally binding effect as an original signature. In the event that any provision of this Agreement conflicts with the laws under which this Agreement is to be construed or if any such provision is held invalid by a Court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

9.3 Applicable Law. The parties agree that the transactions that are the subject matter of this Agreement bear a reasonable relationship to, and this Agreement shall be deemed to be a contract made in, the State of Florida. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provisions. The parties agree that the sole and exclusive jurisdiction for any judicial action relating to this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

9.4 Independent Contractor. Each party shall act as an independent contractor under this Agreement and shall not represent to any third parties that it is anything other than an independent contractor. TI may use subcontractors in the performance of this Agreement.

9.5 Waiver of Default. No failure of either party to enforce at any time, or for any period of time, any of the provisions of this Agreement shall constitute a waiver of any provisions in this Agreement or of either party's right to enforce each and every provision at a later time or upon a subsequent default.

9.6 Assignment. Neither party shall assign this Agreement, any SOW, or any rights and obligations thereunder without the other party's prior written consent, provided, however, that nothing in this provision shall be deemed to prohibit TI from entering into or modifying subcontracts for the performances of the Services to be provided by TI under this Agreement. Any assignment in violation of this provision shall be void and of no effect.

9.7 Force Majeure. Except for District's obligations to make payment for services already performed, neither party shall be liable to the other for failure to perform its obligations under this Agreement if prevented from doing so because of a Force Majeure. "Force Majeure" shall mean an act of God, fire, flood, civil disturbance, act of terrorism, or interference by civil or military authority, which is beyond the reasonable control of the party claiming Force Majeure, is not caused in whole or in part by the acts or omissions of such party, and adversely affects activities under this Agreement. Upon the occurrence of such an event, the party seeking to rely on this provision shall promptly give written notice to the other party of the nature and consequence of the Force Majeure. In any event, should the Force Majeure continue for a period of one (1) month, either party may terminate the portion of this Agreement or specific activity or activities under this Agreement that is/are affected by the Force Majeure.

9.8 Survival. Notwithstanding any provision in this Agreement to the contrary, any terms or provisions of this Agreement which are performable after termination or expiration of this Agreement, or which may be performed after termination or expiration of this Agreement, will survive the expiration or termination of this Agreement.

9.9 Confidentiality. The parties acknowledge that the District is subject to Chapter 119, F.S.

9.10 Representations.

District Representations. The District represents to TI that the Recitals set forth above are true, correct and accurate. The District further represents to TI that all approvals and actions required to make this Agreement, including the payment obligations, binding on, and enforceable against, the District have been taken. The District further represents that the person signing this Agreement on behalf of the District has been fully authorized to execute this Agreement as the act of the District.

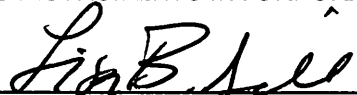
TI Representations. TI represents to the District that all approvals and actions required to make this Agreement binding on and enforceable against TI have been taken. TI further represents that the person signing this Agreement on behalf of TI has been fully authorized to execute this Agreement as the act of TI.

9.11 Exhibits. All Exhibits attached to this Agreement are incorporated herein and made a part hereof for all purposes. As of the Effective Date, the Exhibits to this Agreement are as follows: Exhibit A: STATEMENT OF WORK. In the event there is any conflict between this Agreement and any Exhibits to this Agreement, the provisions of this Agreement shall control.

This Agreement is executed by the parties on the dates set forth below, to be effective as of the Effective Date.

TEXAS INSTRUMENTS INCORPORATED

SCHOOL
BOARD OF SARASOTA COUNTY, FLORIDA

By: 

By: _____

Name: Lisa Brady Gill

Name: Frank Kovach

Title: Executive Director, North America Marketing

Title: Chair

Date: 8/25/11

Date: _____

Approved for Legal Content
August 30, 2011, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

EXHIBIT A

School Dist:	Sarasota County Schools
City, State:	Sarasota, Florida
Attention:	Steve Cantees
Title:	Exec. Director of High Schools
Email:	Stephen_cantees@sarasota.k12.fl.us
Provided by:	Barbara A. Simpson
Date:	8/23/2011



Revised February 2011

Program:	TI-MathForward™ On-Ramp
-----------------	--------------------------------

Optional:	
<i>On-Site Mathematician Training</i>	Not selected

Variables:	
<i># of Teachers Supported</i>	7
<i># of Blocks per Teacher</i>	2
<i># of Students per Block</i>	30

This TI-MathForward™ Program Includes:

On Ramp – Year 1

This is a pre-MathForward™ program that allows a school to get started mid-year and/or allows a district time to build capacity. This model includes:

- Professional Development – Technology Integration
- Professional Coaching (in classroom)

On Ramp – Year 2

This moves a campus from On Ramp to MathForward™ District Implementation Specialist

- MathForward™ Mathematics Content
- Teacher Training Materials – one per teacher
- Activities Exchange Integration - lesson plans/activities aligned to state and district standards
- Administrator Training
- Unlimited Access to the Online Resource Center (includes video mathematician)
- On-site mathematician (if selected)
- Professional Development – Technology Integration
- Professional Coaching (in classroom)
- District Implementation Specialist Coaching (on-site)
- District Implementation Specialist Training (in Dallas, TX – meals, hotel are covered)

Year 1 Cost Analysis	
<i>Total expenditure</i>	\$19,330
<i>Cost per classroom</i>	\$2,761
<i>Cost per student</i>	\$46

Year 2 Cost Analysis	
<i>Total expenditure</i>	\$25,330
<i>Cost per classroom</i>	\$3,619
<i>Cost per student</i>	\$60

Total Two-Year Investment	
<i>Total expenditure</i>	\$44,660
<i>Cost per classroom</i>	\$6,380
<i>Cost per student</i>	\$106

Training Provided	Year 1	Year 2
On-site Professional Development (instructor days)	3	TBD
On-site Professional Coaching (instructor days)	9	TBD
District Implementation Specialist Training (on- and off-site)		
Additional Days	1	TBD
Total training/coaching days provided	13	13

This Quotation is firm for 60 days and acceptance of Buyer's order shall be made only under the TI MathForward™ Terms and Conditions of Service.

EXHIBIT B

TEXAS INSTRUMENTS INCORPORATED EDUCATION TECHNOLOGY STANDARD TERMS AND CONDITIONS OF SALE

ANY PROVISION OR CONDITION, INCLUDING BUT NOT LIMITED TO ANY U.S. GOVERNMENT PROCUREMENT REGULATIONS, ("TERMS") OF AN ORDER FROM ANY CUSTOMER ("BUYER"), WHICH IS IN ANY WAY INCONSISTENT WITH OR IN ADDITION TO THESE TERMS SHALL NOT BE BINDING UPON TEXAS INSTRUMENTS INCORPORATED ("TI") UNLESS TI AGREES TO SUCH TERMS IN WRITING. IF BUYER OBJECTS TO ANY TERMS HEREIN, SUCH OBJECTION MUST BE IN WRITING AND RECEIVED BY TI AT TI'S TEXAS HOME OFFICE PRIOR TO COMMENCEMENT OF PERFORMANCE BY TI. RETENTION BY BUYER OF ANY PRODUCTS DELIVERED BY TI HEREUNDER SHALL BE DEEMED ACCEPTANCE OF THE TERMS HEREOF.

PRICES

The prices shall be TI's standard prices that are in effect at the time TI accepts Buyer's order. TI may change product or services prices at any time.

Prices are exclusive of all taxes and are subject to an increase equal in amount to any tax, duty, or other charge TI may be required to collect or pay. Each party acknowledges that the purchase price reflects the allocation of risk expressed herein.

TITLE; DELIVERY; INSPECTION

Products shall be delivered F.O.B. TI's point of shipment except that products shipped outside the U.S. shall be delivered FCA (Incoterms 1990) TI's point of shipment and title shall pass upon entry to the country of destination. Services shall be deemed delivered upon performance.

TI may deliver the products in installments. Shipping dates are approximate only. Shipments will be freight collect unless otherwise agreed.

Buyer will have five working days from date of receipt to inspect the products. Failure by Buyer to give notice that identifies particular deficiencies during the inspection period will constitute Buyer's acceptance of the products. Services shall be deemed accepted upon completion of delivery.

DEFERMENTS AND CANCELLATIONS

Buyer may defer or cancel services or shipments of standard products by providing TI with advance written notice and paying applicable charges. Products held for Buyer are held at Buyer's sole risk and expense.

SOFTWARE PROGRAM

Rights to use software programs shall be determined by the end-user license agreement that accompanies the software program. No other license rights are granted.

TERMS AND METHOD OF PAYMENT

Terms of payment are net thirty days from date of invoice, subject to continuing credit approval. On noncredit sales, the parties must agree prior to shipment on the method of payment. In the case of TI's provision of services, terms of payment are net thirty days from the date services are delivered.

Payment shall be made for products without regard to whether Buyer has made or may make any inspection of the products. Each shipment made under these terms shall be considered a separate transaction. In the event of any default by Buyer, TI may decline to make further shipments.

WARRANTY

THE FOLLOWING WARRANTIES FOR PRODUCTS ARE IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF TI OR ITS LICENSORS.

TI warrants that at the time of delivery it has title, or the right to provide the products. TI warrants the products (including software program media) for the applicable warranty period against faulty workmanship or the use of defective materials. Unless a software warranty accompanies the software programs contained in or provided with the products, all such software programs are provided "AS IS" and without warranty. Services are warranted to be delivered and presented in a professional manner. No further warranty for services is given.

These warranties are granted only in the United States and Canada.

No additional obligation or liability shall arise from TI's rendering of technical, programming, or other advice or service in connection with the products.

REMEDIES

THE FOLLOWING STATES TI'S ENTIRE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES:

During the applicable warranty period, at its option, TI will (1) repair, (2) replace (with new or functionally operative parts), or (3) credit Buyer's account for any nonconforming products. These remedies are provided on condition that: (a) TI is promptly notified in writing of the particular defects in the products; (b) TI's examination of the products discloses that the deficiencies actually existed within the warranty period and were not caused by accident, unreasonable use, neglect, alteration, improper service, improper installation, improper connections with peripherals, or other causes not arising out of defects in material or workmanship; and, (c) Buyer delivers the products or otherwise provides them to TI, at Buyer's risk and expense in accordance with TI's instructions. All such remedies are available only in the United States and Canada.

TI's liability under any other cause of action, whether brought as a breach of contract, tort, indemnity obligation, or otherwise, shall be limited to direct damages, not to exceed the price of the products involved.

If the preceding sole and exclusive remedies should be found to have failed their essential purpose, in no event shall TI's liability or Buyer's remedy exceed the greater of \$50,000 or the purchase price for the particular items of products or services involved.

DISCLAIMER OF DAMAGES

IN NO EVENT SHALL TI OR ITS SUPPLIERS BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, WHETHER THE ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT, OR INDEMNITY, EVEN IF TI OR ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

The foregoing Remedies and Disclaimer of Damages will not apply to the indemnity obligation set forth in the section entitled Patent and Copyright Indemnification.

PATENT & COPYRIGHT INDEMNIFICATION

TI will defend at its expense any action brought against Buyer which alleges that products developed, manufactured and supplied by TI hereunder directly infringe a United States patent or copyright ("Infringement"), and shall pay all damages and costs finally awarded against Buyer which are attributable to the Infringement, provided that TI is (1) given prompt notice of the claim, (2) furnished a copy of all communications, notices and/or other actions relating to the claim and (3) given the sole authority and reasonable assistance (at TI's expense) necessary to defend or settle the claim. TI shall not be obligated to defend, or be liable for any costs and damages, if the Infringement arises: (a) out of compliance with Buyer's specifications, (b) from Buyer's combination of products with products and/or items not manufactured and developed by TI, (c) from Buyer's modification of the products after delivery by TI, or (d) from the use of the products in the practice of a process.

Should the products delivered by TI under these terms become, or in TI's opinion be likely to become, the subject of a claim of infringement, TI may, at its option: (x) procure for Buyer the right to continue to use the products; or (y) replace or modify the products so that they become non-infringing; or (z) refund the purchase price less a reasonable charge for use, and accept the return of the products. If the claim occurs prior to completion of delivery of the products or prior to the making of further copies of software programs by Buyer, TI may decline to make further shipments of products or withdraw Buyer's authorization to make further copies of the software programs.

If any action is brought against TI based on a claim that the products manufactured or developed by TI in compliance with Buyer's specifications directly infringe any United States patent or copyright in the United States, then the indemnity obligations stated herein with respect to TI shall reciprocally apply with respect to Buyer.

Nothing contained in this Agreement shall be construed as granting or implying any rights by license, estoppel or otherwise.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE RIGHTS OF THE BUYER AND THE SOLE AND EXCLUSIVE LIABILITIES OF TI FOR PATENT AND COPYRIGHT INFRINGEMENT AND IS IN LIEU OF ALL CONDITIONS OR WARRANTIES IN REGARD THERETO.

MISCELLANEOUS

The Agreement is in the English language only, which language shall be controlling in all respects.

The validity, performance and construction of this Agreement shall, insofar as may be permitted by applicable law, be governed by and interpreted in accordance with the laws of the State of Texas, U.S.A. as apply to contracts made and fully performed in Texas. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this agreement.

This Agreement shall not be assigned or transferred by Buyer without the prior written consent of TI. Any attempted assignment or transfer of any of the rights, duties or obligations of this Agreement shall be void. If consent is given, this Agreement shall be binding upon and inure to the benefit of the assigns.

If any provision of this Agreement is held invalid, the other provisions shall not be affected.

The products may be subject to export regulations by the U.S. Government. Prior to export or reexport Buyer agrees to obtain any licenses that may be required under the applicable laws of the U.S., including the Export Administration Act and Regulations.

Continued use or possession of the products after expiration of the applicable warranty period will be a conclusive statement by Buyer that the warranty is fulfilled to Buyer's satisfaction, unless Buyer has previously notified TI in writing of a particular defect. Failure of either party to enforce any term and condition of this Agreement will not be deemed to be a waiver of such term or condition.

TI is not liable, either wholly or in part, for nonperformance or a delay in performance due to force majeure or contingencies or causes beyond the reasonable control of TI, including but not limited to shortage of labor, fuel, raw material or machinery or technical or yield failures where TI has exercised ordinary care in the prevention thereof. Production and deliveries may be allocated by TI in any reasonable manner in the event of shortage of products. TI reserves the right to change its product and service offering at any time without notice including adding or deleting products and services or by modifying the specification of existing products.

MODIFICATION /ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE EXPRESSION OF ALL THE TERMS OF AGREEMENT BETWEEN THE PARTIES. IT SUPERSEDES ALL UNDERSTANDINGS AND NEGOTIATIONS CONCERNING THE MATTERS SPECIFIED HEREIN. ANY REPRESENTATIONS, PROMISES OR WARRANTIES MADE BY EITHER PARTY THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS AGREEMENT SHALL BE GIVEN NO FORCE OR EFFECT. NO ADDITION TO OR MODIFICATION OF ANY PROVISION OF THIS AGREEMENT SHALL BE BINDING UPON TI UNLESS MADE IN WRITING AND SIGNED BY A DULY-AUTHORIZED REPRESENTATIVE OF TI LOCATED AT TI'S TEXAS HOME OFFICE.

REV. 012507

TI-29450

MATHFORWARD IMPLEMENTATION DEPENDENCIES – SOW

Item: Campus Staff Assigned to MathForward Program – a list of those educators assigned to the program

Responsible Party: District or Campus Administration

Timeline: Two weeks prior to first training session

Item: TI Instructional Technology Allocated - The program relies on each classroom being equipped with appropriate TI graphing calculators (one per student) and the TI-Navigator wireless classroom network (one per classroom)

Responsible Party: District or Campus Administration

Timeline: Calculators set-up and TI-Navigator System installed prior to the first date of training

Item: Block Scheduling of MathForward Classes – defined as continuous 80-100 minutes of instructional time with the same MathForward teacher.

Responsible Party: District or Campus Administration

Timeline: Minimum two weeks prior to start of school (program)

Item: Initial Professional Development Scheduled

Responsible Party: Implementation Specialist (District or TI)

Timeline: Two-four weeks prior to first day of school

Item: Common Planning Times Scheduled – defined as allowing three hours per week (minimum) for the teachers participating in the TI MathForward program so they can share instructional strategies, plan lessons for the week, analyze student work, and discuss underlying math concepts.

Responsible Party: District or Campus Administration

Timeline: Within ten days of the program begin date or the first day of school

Item: Teacher / Administrator Enrollment in MFORC (MathForward Online Resource Center)

Responsible Party: Implementation Specialist (TI)

Timeline: On or before initial training session

Item: Assignment of TI Implementation Specialist

Responsible Party: MathForward Supervisor

Timeline: Upon execution of contract

Item: Training and MathForward Curriculum Materials Provided

Responsible Party: MathForward Supervisor

Timeline: Before initial training session

Item: Campus Administrative Support – defined as attendance at meetings with MathForward Supervisor and/or Implementation Specialist

Responsible Party: Campus Administrator

Timeline: Quarterly

MATHFORWARD PAYMENT PLAN

TI will bill the District in two equal invoices, one on September 30, 2011 and one on December 15, 2011. Payment of the invoices will be made by the District within thirty (30) days of receipt.

TEXAS INSTRUMENTS, INC
Billing/Invoicing Contact:
Attn. Tanya McMahon, MS 3920
P. O. Box 650311
Dallas, Texas 75265
Telephone: 972-917-1587
Fax: 1-866-843-3839
Email: tmcmahon@ti.com

DISTRICT
Billing/Invoicing Contact:
Attn. Steve Cantees
1960 Landings Boulevard
Sarasota, FL 34231
Telephone: (941) 927-9000, ext. 31137
Fax:
Email: Stephen_cantees@sarasota.k12.fl.us

INVESTMENTS

Year 1

- Total cost for *year one* implementation is \$19,330 as outlined in Exhibit A.

Year 2

- Should Sarasota County Schools opt to continue the aforementioned program, the association cost for *year two* will be \$25,330 as outlined in Exhibit A.

CAMPUSES AND CONTACT INFORMATION

(1) Campus Name: North Port High School

Acting Principal: Bill Massolio

Phone: (941) 423-8558

Email: bill_massolio@sarasota.k12.fl.us

(2) Campus Name: Venice High School

Principal: Jack Turgeon

Phone: (941) 488-6726

Email: jack_turgeon@sarasota.k12.fl.us

(3) Campus Name: _____

Principal: _____

Phone: _____

Email: _____

(4) Campus Name: _____

Principal: _____

Phone: _____

Email: _____

(5) Campus Name: _____

Principal: _____

Phone: _____

Email: _____

(6) Campus Name: _____

Principal: _____

Phone: _____

Email: _____

(7) Campus Name: _____

Principal: _____

Phone: _____

Email: _____