



Contract Agreement

This Software License Agreement is entered into by and between Sarasota County Schools (“the District”), with offices at 1960 Landings Blvd., Sarasota, FL 34231 and Curriculum Associates, LLC (“Curriculum Associates”), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect July 1, 2015.

1. License

Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready Diagnostic & Instruction (“the Product”) for math and reading and for the Ready Toolbox for which the District has paid the license fees set forth in Section 3 below, and solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.

2. Term

This agreement shall take effect on the effective date and terminate of June 30, 2019.

3. Pricing and Payment.

Pricing for the Product is described in Attachment A, Price Quote. The District will provide Curriculum Associates a valid Purchase Order for full value of the 4 year agreement upfront within 10 days of signing of Agreement with Payment terms of 30% in Year 1, 25% in Year 2, 25% in Year 3 and 20% in Year 4. Curriculum Associates will invoice District based on purchase order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of invoice. The district will be invoiced each of the four years no later than August 1 of each year.

4. Copyright and Proprietary Rights

The Product and the content contained therein are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Product and in the software, text, graphics, design elements, audio, music and all other materials contained in i-Ready and Ready Toolbox are reserved by Curriculum Associates and its licensors. The District may not use the Product in any manner that infringes the proprietary rights of any person or entity.

5. Data Ownership and Security

In connection with the District’s use of the Product, the District will be asked to provide Curriculum Associates with data about the District’s students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into the Product. As the District’s students use the Product, data will be generated about students’ usage, performance and progress. Both the information the District

inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data". The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum Associates a perpetual, worldwide, royalty-free license to use the Customer Data: (a) to host and make access to the Product available to the District and otherwise fulfill its obligations under this Agreement; and (b) for product development, research and other purposes, provided, however, that Curriculum Associates will only use Customer Data for the purposes outlined in subsection (b) in de-identified format. De-identified data will have all direct and indirect personal identifiers removed, including, but not limited to, name, identification number, date of birth, demographic information, location information and school identification number. Furthermore, Curriculum Associates agrees not to attempt to re-identify de-identified Customer Data and not transfer de-identified Customer Data to any party unless such party agrees not to attempt re-identification. All Customer Data held by Curriculum Associates will be made available to the District upon the District's written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers, or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is use or shared under the terms of this Agreement without the prior written consent of the District. For a full description of the security measures that Curriculum Associates takes, please review Curriculum Associate's data security policy by clicking here <http://www.i-ready.com/support>.

6. Access to the Product

The District's authorized users will need valid usernames and passwords to access the Product. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District's usernames and/or passwords have been compromised.

Curriculum Associates will use commercially reasonable efforts to make the Product available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible, and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associate's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

7. Limitations of Use

The District shall not, nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the

Product; (b) modify, copy, translate, or create derivative works based on the Product or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Product; (d) use the Product for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District's organization; or (e) remove any proprietary notices from the Product.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Product content or information, or information accessed at other sites through links made from the Product, other than printing out or downloading portions of the text and images for use in connection with the work of the District's organization. If the District's users leave the Product via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District's use of that third party site will be governed by that site's terms of use, not this Agreement.

The District must use the Product in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

8. Infringement/Indemnity

Curriculum Associates agrees to indemnify and defend the District from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that the product/service provided hereunder during the term of this Agreement infringes upon the copyright of a third party. This obligation shall survive termination of this Agreement.

9. Limitation of Warranties and Liability

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE PRODUCT, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT. THIS PARAGRAPH SHALL NOT APPLY TO CURRICULUM ASSOCIATES' OBLIGATIONS PURSUANT TO PARAGRAPH 8 ABOVE.

10. Termination

Curriculum Associates reserves the right to terminate the agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate the Agreement, effective immediately upon written notice, for non-payment by the District.

Notwithstanding any other provision of this Agreement, if funds for years two, three, and/or four of this Agreement are at any time not forthcoming or insufficient through failure of any entity to appropriate funds or otherwise, District shall have the right to terminate years two, three, and/or four of this Agreement in whole or in part without penalty (including without payment of the balance of the designated service term of 48 months) by giving thirty (30) days prior written notice documenting the lack of funding. The total or partial termination of this Agreement shall become effective upon the last day of the fiscal period for which appropriations were received. In the event of such termination, Curriculum Associates shall be entitled to retain or recover from the District the portion of the subscription fee that is applicable to the period that the Users were provided access to the educational service(s), and shall return to the District the portion of any paid subscription fee applicable to the period following the termination date that the Users were to be provided access to the educational service(s), if any.

11. Notice

Any notices pertaining to this agreement will be in writing and will be deemed delivered upon receipt to:

Curriculum Associates

Vicky Hurwitz
VP, Strategic Planning
Curriculum Associates
153 Rangeway Road
North Billerica, MA 01862
Tel: 978-901-6394
Email: Vhurwitz@cainc.com

District Info

Sue Meckler
Director of Curriculum
Sarasota County Schools
1960 Landings Blvd.
Sarasota, FL 34231
Tel: 941-927-9000
Email: sue.meckler@sarasotacountyschools.net

Notices may be provided by facsimile or electronic mail.

12. Choice of Law and Jurisdiction

This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the state of Florida. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of Florida.

13. Entire Agreement

This document and all exhibits and subsequent District Purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

I hereby agree to the terms and conditions stated in this agreement

District signatures:

Print Name

Signature and date

Title:

Approved for Legal Content
June 4, 2015, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

Curriculum Associates, LLC

M. Vicky Hurwitz

Print name

Signature and date

Title: VP, Strategic Planning