



## Customer Agreement

This Customer Agreement is entered into by and between Sarasota County School District (the “District”), with offices at 1960 Landings Boulevard, 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 on August 1, 2018 (the “Effective Date”).

### 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 and Ready® Teacher Toolbox for math and/or reading (the “Product”) 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 shall remain in effect until Customer no longer has a validly purchased license to use the Product, unless earlier terminated in accordance with Section 10 hereof.

### 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 within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of invoice.

### 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 the Product 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: (a) limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to the Product available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with FERPA. For purposes of this Agreement, “De-identified Data” means data generated by the usage of i-Ready from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. 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 handling policy by clicking here [http://i-ready.com/support/iReady\\_DataHandlingPolicy.pdf](http://i-ready.com/support/iReady_DataHandlingPolicy.pdf).

#### **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. Services**

To the extent that Attachment A includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.

**9. Infringement/Indemnity**

Curriculum Associates agrees to indemnify and defend the District from and against any action, claim, demand or liability, including reasonable attorneys' 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.

**10. Limitation of Warranties and Liability**

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES 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 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.

**11. 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.

**12. Notice**

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

**Curriculum Associates, LLC**  
153 Rangeway Road  
North Billerica, MA 01862  
Attention: Jill Bradford, Vice-President, General Counsel  
jbradford@cainc.com

**Sarasota County School District**  
1960 Landings Boulevard  
Sarasota, FL 34231  
Attention: Sue Meckler  
[Sue.meckler@sarasotacountyschools.net](mailto:Sue.meckler@sarasotacountyschools.net)

Notices may be provided by electronic mail.

**13. 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.

**14. Entire Agreement**

This document and all exhibits, attachments 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.

In witness whereof, the parties hereto agree to be bound by the terms and conditions set forth above.

**Sarasota County School District**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Curriculum Associates, LLC**

 \_\_\_\_\_

Name: David Caron

Title: Chief Financial Officer

Approved for Legal Content  
June 11, 2018, by Matthews Eastmoore  
General Counsel for the School Board of  
Sarasota County, Florida  
Signed: ASH



153 Rangeway Rd • N. Billerica, MA 01862-2013  
 Phone: 800-225-0248 • Fax: 800-366-1158  
 Email: orders@cainc.com

### Prepared For

Sue Meckler  
 Sarasota Co School District  
 1960 Landings Blvd  
 Sarasota, FL 34231

sue.meckler@sarasotacountyschools.net

## Price Quote

Quote Date: 5/16/2018 • Valid for 60 Days  
 Quote ID:144541.11

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total (min: \$12.99)  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

### CA Sales Representative

Judy McKay  
 (727) 249-9266  
 jmckay@cainc.com  
 Created by: FRANKIE HAMBURGER  
 Modified by: FRANKIE HAMBURGER

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
RS15012.0	i-Ready Diagnostic and Instruction Math and Reading Site License 1201 or more students 2 Years	1	\$54,720.00	\$49,248.00	\$49,248.00
RS15004.0	i-Ready Diagnostic and Instruction Math and Reading Site License 501-800 students 1 Year	2	\$19,900.00	\$17,910.00	\$35,820.00
RS15010.0	i-Ready Diagnostic and Instruction Math and Reading Site License 501-800 students 2 Years	3	\$38,208.00	\$34,387.20	\$103,161.60
RS15011.0	i-Ready Diagnostic and Instruction Math and Reading Site License 801-1200 students 2 Years	3	\$48,960.00	\$44,064.00	\$132,192.00
RS19984.0	i-Ready Diagnostic and Instruction Prof Dev On Site Add on Leadership Session (Up to 3 hrs)	2	\$0.00	\$0.00	\$0.00
RS19981.0	i-Ready Diagnostic and Instruction Prof Dev On Site Practicing User Package: Instructional Planning and Helping all Learners Succeed (All sessions up to 6 hrs)	8	\$3,000.00	\$3,000.00	\$24,000.00
RS15768.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 1201 or more students 2 Years	1	\$22,848.00	\$19,420.80	\$19,420.80
RS15748.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 501-800 students 1 Year	2	\$8,900.00	\$7,565.00	\$15,130.00
RS15766.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 501-800 students 2 Years	3	\$17,088.00	\$14,524.80	\$43,574.40
RS15767.0	Ready Math and Reading K-8 Teacher Toolbox for i-Ready Site License 801-1200 students 2 Years	3	\$20,928.00	\$17,788.80	\$53,366.40

### Special Notes

10% discount applied to i-Ready sites. 15% blended discount applied to toolbox. For Laurel Nokomis and Pine View- prices for students using i-Ready not purchased on elem purchase; only for 1Y - to be renewed for full site in 2019 w/ ES purchase. PO & payment req'd upfront for full value of sale.

<b>Merchandise Total</b>	\$475,913.20
<b>Voucher/Credit</b>	\$0.00
<b>Estimated Tax</b>	\$0.00
<b>Estimated shipping to US 34231</b>	\$0.00
<b>Merchandise Savings</b>	\$58,806.80
<b>Total</b>	\$475,913.20



## Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** [orders@cainc.com](mailto:orders@cainc.com)
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates, LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

Please visit [www.curriculumassociates.com](http://www.curriculumassociates.com) for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
\$1,000 to \$4,999.99	10%
\$5,000 to \$99,999.99	8%
\$100,000 and more	6%

Please contact local CA Sales Representative, customer service (1-800-225-0248), or <http://www.curriculumassociates.com/> for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

## Payment Terms

Payment terms are as follows.

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

## i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at <http://www.i-ready.com/support/>.

## Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits.

For more information about the return policy, please visit <http://www.curriculumassociates.com/help/default.aspx?topic=188>.