

License Type: Perpetual

1. GRANT OF PERPETUAL LICENSE AND RESERVATION OF OWNERSHIP.

- **THINKGATE** hereby grants to **CUSTOMER** a non-exclusive, non-transferable, perpetual right and license to use **the Platform** and **Related Materials** without modification solely for the internal business purposes of the **CUSTOMER**. **THINKGATE** retains title and exclusive ownership of any and all copies of **the Platform** and **Related Materials** licensed hereby.

2. TERM OF LICENSE

- The Perpetual License shall commence on the Effective Date, _____, and continue in perpetuity, unless terminated. The Perpetual License granted herein may be terminated in accordance with the terms and provisions of the Master Agreement dated _____.

3. PERMITTED USES OF THE PLATFORM AND RELATED MATERIALS.

If **THINKGATE** is providing hosting services to **CUSTOMER** as it relates to **the Platform** and **Related Materials**, then **CUSTOMER** may not make, have or receive copies of **the Platform** and **Related Materials**.

4. OPTION TO CONVERT TO SOURCE CODE LICENSE.

CUSTOMER has the option to convert the **Perpetual License to a Source Code License**, which said conversion shall be subject to the following conditions:

- In order to exercise its option to convert to a **Source Code License**, the **CUSTOMER** must deliver to **THINKGATE** an amendment substantially in compliance with the Amendment form included in this Exhibit “B”. Further any such Amendment must make specific reference to the Master Agreement and must be executed in writing by both **THINKGATE and CUSTOMER**. Any Amendment executed by the parties shall be incorporated in and subject to the terms and conditions specified in this Exhibit “B” and in the Master Agreement.
- Upon payment of the Source Code License Fee set forth below, **THINKGATE** shall deliver to **CUSTOMER** a copy of the Source Code contained on a machine-readable media and a complete listing of the Source Code (“Source Code” means **the Platform’s** source code). **THINKGATE** retains title and exclusive ownership of any and all copies of **the Platform’s** Source Code.

Description	Total
Source Code License and Conversion Fee (one-time)	\$160,000.00

- The conversion to a Source Code License, subject to the restrictions, terms and provisions as set forth herein and in the Master Agreement, grants the **CUSTOMER** a nonexclusive, nontransferable, perpetual, worldwide right to: 1) use and reproduce as many copies of the Source Code as are reasonably necessary only for the purpose of exercising the rights granted herein; and 2) modify and create derivative versions of the Source Code for the purpose of corrections, enhancements, revisions, modifications and adaptations of Source Code and addition of new user interfaces, features and functionality to **the Platform**.

- No right is granted to **CUSTOMER** hereunder to permit, authorize, license or sublicense any third party to view or use the Source Code. No right is granted to **CUSTOMER** hereunder to sell, distribute, make available, publish or otherwise transfer the Source Code. No right is granted under any patents, copyrights, trade secrets, trademarks or other proprietary rights of THINKGATE, except as expressly granted herein.
- **CUSTOMER** shall not use the Source Code for anything other than its intended, legitimate, and legal purpose and such use is restricted to the sole **CUSTOMER** entity that has been granted a license to the Platform. **CUSTOMER** shall not employ Source Code in any way that competes either directly or indirectly with THINKGATE including but not limited to creation of derivative versions that compete either directly or indirectly with **the Platform**. **CUSTOMER** shall not use the Source Code in any manner not specifically permitted under this Exhibit “B” and the Master Agreement.

5. **FEE SCHEDULE**

- The Parties acknowledge and agree that Milestones or Deliverables and their corresponding fees will be agreed to and approved per a mutually agreed to Statement of Work (SOW). The SOW will be added to this License Agreement below.
- Perpetual License Fee of \$960,000.00 is due based on the terms and provisions of the Milestones or Deliverables schedule as defined in the fully executed SOW. Upon the effective date of the Master Agreement, THINKGATE shall invoice and **CUSTOMER** agrees to the following payment schedule for the perpetual license fee:

Milestones or Deliverables	Invoice Amount (paid upon completion of deliverables)
<ul style="list-style-type: none"> • Initiate project 	\$192,000.00 (20% of contract agreement)
<ul style="list-style-type: none"> • Perpetual Enterprise License for Elements™ platform installation 	\$168,000.00
<ul style="list-style-type: none"> • Integration with existing and anticipated systems, Planning milestone: Plan for integrating the LIIS components into a single system • Integration with existing and anticipated systems, Planning milestone: Authentication for single sign on to TERMS/CrossPointe, Angel Web, and Elements 	\$10,000.00
<ul style="list-style-type: none"> • TES/AES Phase 1: All milestones • Progress Monitoring Phase 1: All milestones 	\$35,000.00
<ul style="list-style-type: none"> • RTI Phase 1: Planning, Requirements Analysis, Design milestones • TES Phase 2: All milestones 	\$85,000.00
<ul style="list-style-type: none"> • AES Phase 2: Requirements Analysis and Design milestones 	\$20,000.00
<ul style="list-style-type: none"> • AES Phase 2: Development, Testing, and Implementation milestones 	\$20,000.00
<ul style="list-style-type: none"> • Professional Development Phase 1: All milestones 	\$85,000.00
<ul style="list-style-type: none"> • RTI Phase 1: Development, Testing and Implementation milestones 	\$80,000.00
<ul style="list-style-type: none"> • Progress Monitoring and RTI/MTSS Phase 2: All milestones 	\$134,000.00
<ul style="list-style-type: none"> • Professional Development Phase 2: All milestones • Integration with existing and anticipated systems: Requirement Analysis, Design, Development, Testing, Implementation 	\$17,500.00
<ul style="list-style-type: none"> • Integrate with FL Assessment System 	\$96,000.00
	\$17,500.00

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6. **PURCHASED ELEMENTS.**

Solution Components	PURCHASED
Elements™ Platform	X
Base Platform Data Management User Interface Portals (District, School, Teacher, Student, Parent) Analysis (Pre-built Reports, Dashboards, Report Engine) Security Model Authentication (Proprietary, LDAP, etc) Authorization (Configurable/Role based) Extensions Report Builder Template Builder Connectors	
Educating by Objective (EBO) Solution Components	
Assessment Solutions	
CTE Solution	
State Assessment	
Local Assessment	
Local Course Management	
CORE Solution	
State Core Solution	
Local Assessment (Standard District/Classroom solution)	
Lexile/Quantile Solution	
Professional Development	
Professional Development Management	X
Teacher and Administrator Evaluation System	X
Instructional Information Solutions	
State IIS Solution	
Local IIS Solution	X
TIA Solution	
Response to Intervention (RTI) (as indicated in RFP and Thinkgate's response and to include Excent as a part of the RTI component)	X
Instruction Management Solution (Unit/Lesson Plans, Pacing Guides, Alignment Guides, Digital Resource Mgmt.)	
Management Solutions	
Principal Toolkit	
Strategic Planning	

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School Improvement Planning	
Advanced EBO Solutions	
Advanced Assessment Administration	
Item Maintenance	
Partner Solutions Components	
Measurement Incorporated	
Progress Testing	
NWEA	
Measured Progress	
MetaMetrics	

7. CAPITALIZED TERMS

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Master Agreement dated _____.

SIGNATURES:

IN WITNESS WHEREOF the parties hereto have executed this Exhibit B, License Agreement, as of the first date below.

Thinkgate, LLC
Partner:

The School Board of Sarasota County, Florida
School System:

Signature:
Eric B. Waynick, President / CEO
Name and Title:

Signature:
Caroline Zucker, Board Chair
Name and Title:

Date:

Date:

SAMPLE

AMENDMENT FORM

The CUSTOMER hereby authorizes the following addition in the services to be performed by THINKGATE pursuant to that certain Master Services Agreement dated _____ (the "Agreement").

Description of modified or additional work: _____

Description of Fees for modified or additional work: _____

The parties acknowledge and agree that THINKGATE shall perform the modified services as specified in this Amendment and CUSTOMER shall make payment for said modified services as stated herein. Further, this Amendment shall be incorporated in and subject to the terms and conditions of the Master Agreement. Except as expressly stated herein, this Amendment does not supersede or cancel any other applicable terms and conditions of the Master Agreement. This Amendment shall be considered accepted and effective only when executed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the first date below.

Thinkgate, LLC
Partner:

The School Board of Sarasota County, Florida
School System:

Signature:

Signature:

Eric B. Waynick, President / CEO
Name and Title:

Name and Title:

Date:

Date: