



**Adult ED & CTE SIS Product Schedule STCI-AESIS001**

This Product Schedule is hereby incorporated into Master License Agreement Number **SCTI-AESIS001** ("Agreement") as executed by **Focus School Software, Inc.**, ("**Focus**") and the Licensee as listed below. In accordance with the provisions of this Product Schedule and the Master Agreement and subject to Licensee's compliance with both, **Focus** grants Licensee a license for the Product(s) as listed below. Unless otherwise specified, this Product Schedule supersedes any prior Product Schedules for the Product(s) as listed below and to the extent that any provision of this Product Schedule conflicts with the Master Agreement, the provisions of this Product Schedule shall control with respect to the license granted herein. Licensee may not terminate this Product Schedule except in the case of a breach of the Master Agreement by **Focus** that remains uncured for thirty (30) days after **Focus** has received written notice of the breach.

<b>Licensee</b>	School Board of Sarasota County, Florida			
<b>Product(s) &amp; Designated Hardware</b>	<b>Focus School Software Adult Ed &amp; CTE Student Information System</b> Any computer(s), at the License Site listed below.			
<b>License Scope &amp; Capacity</b>	<b>General Scope</b> - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates. <b>Special Limitations</b> – If any.  Other restrictions apply as listed in this Product Schedule.			
<b>License Site</b>	Site URL designated by LICENSEE.			
<b>Ship to Site</b>	<b>4748 Beneva Road Sarasota, Florida, 34233</b>			
<b>License Type</b>	Term License			
<b>License Term</b>	The five (5) years beginning and ending on January 1, 2015-December 30, 2019			
<b>License Fee</b>	<b>\$90,486.00</b> (\$18.00 per student @ 5,027 students)			
<b>Implementation Services</b>	<b>Total Implementation Services</b>			
	Service	Rate	Units	Total
	Project Management & Data/Gap Analysis	\$1,400.00	15	\$21,000.00
	Data Migration and Cleansing	\$1,800.00	20	\$36,000.00
	Training (Focus led and "Train the Trainer")	\$1,200.00	25	\$30,000.00
	Hosting	\$1.00	5,027	\$5,027
	Integrations	\$1,800.00	TBD	TBD
	Installation	\$1,800.00	1	\$1,800.00
	First Year Maintenance	\$2.00	5,027	\$10,054.00
	First Year LMS	\$5.00	5,027	\$25,135.00
	First Year Job Placement	\$9.00	5,027	\$45,243.00
	<b>TOTAL</b>			<b>\$174,259.00</b>
<b>Total AE CTE SIS First Year Costs (includes implementation services)</b>	<p>The following year 1 items to be paid for by Broward County Schools as part of the Florida Department of Education's Postsecondary Workforce Education Student Information System Pilot.</p> <ul style="list-style-type: none"> <li>• <b>Software License for the SIS Module</b></li> <li>• <b>Software License issued for the LMS/Job Placement Module</b></li> <li>• <b>Startup Cost to include Project Management, Data Migration, Training, and First Year Maintenance</b></li> </ul> <p><b>\$264,745.00</b></p>			



<b>License Fee</b>	<p><b>\$264,745.00</b>  <b>To be upon reaching the following milestones:</b></p> <p>Broward County Schools shall pay <b>Focus</b> as follows:  <u>FOCUS/PS SIS YEAR ONE LICENSE + Implementation Fee:</u>  <b>Installation 25%</b>  <b>Data Migration (6 core files) 25%</b>  <b>Training Complete 25%</b>  <b>Go Live 25%</b></p> <p>Licensee shall pay Focus <u>YEAR 2-5 SUPPORT AND MAINTENANCE FEE</u> :  Year 2: \$4.00 per student, due upon one year from contract execution  Year 3: \$4.00 per student, based on student count (Unique Student ID)  Year 4: \$4.00 per student, based on student count (Unique Student ID)  Year 5: \$4.00 per student, based on student count (Unique Student ID)</p> <p><u>Optional Services</u>  Hosting \$1.00 per student per year  LMS Annual Maintenance \$5.00 per student per year  Job Placement \$5.00 per student per year</p> <p>Licensee acknowledges that the License Fee in this Product Schedule is discounted, based on Licensee's commitment to pay the License Fee for the specified License Term. Licensee agrees to pay any applicable taxes associated with the License Fee. For the 2nd installment and beyond, <b>Focus</b> will invoice Licensee at least thirty (30) days prior to the listed due date. Any amounts due under this Produce Schedule which remain unpaid ten (10) days after the date due shall be subject to a late fee of 1.5% of the amount of the original invoice per month.</p>
<b>Licensee</b>	School Board of Sarasota County, Florida
<b>Product(s) &amp; Designated Hardware</b>	<p><b>Focus School Software Post Secondary Finance System</b></p> <p><b>Focus Adult Ed Financial/Student Account Module</b></p> <p>- Any computer(s), at the License Site listed below.</p>
<b>License Scope &amp; Capacity</b>	<p><b>General Scope</b> - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates.</p> <p><b>Special Limitations</b> – If any.</p> <p>Other restrictions apply as listed in this Product Schedule.</p>
<b>License Site</b>	Site URL designated by LICENSEE.
<b>Ship to Site</b>	<b>4748 Beneva Road</b> <b>Sarasota, Florida, 34233</b>
<b>License Type</b>	Term License
<b>License Term</b>	The five (5) years beginning and ending on January 1, 2015-December 30, 2019
<b>License Fee</b>	<p><b>\$60,324.00</b>  (\$12.00 per student @ 5,027 students)</p>



<b>Implementation Services</b>	<b>Total Implementation Services</b>			
	Service	Rate	Units	Total
	Project Management & Data/Gap Analysis	\$1,400.00	5	\$7,000.00
	Data Migration and Cleansing	\$1,800.00	15	\$27,000.00
	Training (Focus led and "Train the Trainer")	\$1,200.00	5	\$6,000.00
	Installation	Included	0	Included
	Integrations	\$1,800.00	TBD	TBD
	First Year Maintenance	\$2.00	5,027	\$10,054.00
	<b>TOTAL</b>	<b>\$50,054.00</b>		
<b>Total Finance First Year Costs</b>	<p><b>The following year 1 items to be paid for by Broward County Schools as part of the Florida Department of Education's Postsecondary Workforce Education Student Information System Pilot.</b></p> <ul style="list-style-type: none"> <li>• <b>Software License for the Finance Module</b></li> <li>• <b>Startup Cost to include Project Management, Data Migration, Training Cost, First Year Maintenance</b></li> </ul> <p><b>\$110,378.00</b></p>			
<b>License Fee</b>	<p><b>\$110,378.00</b>  <b>Due upon the following milestones</b></p> <p>Broward County Schools shall pay <b>Focus</b> as follows:  <b>FOCUS PS Finance YEAR ONE LICENSE + Implementation Fee:</b>  <b>Installation 25%</b>  <b>Data Migration (6 core files) 25%</b>  <b>Training Complete 25%</b>  <b>Go Live 25%</b></p> <p>Licensee shall pay <u>YEAR 2-5 SUPPORT AND MAINTENANCE FEE</u> :  Year 2: \$4.00 per student, due upon one year from contract execution  Year 3: \$4.00 per student, based on student count (Unique Student ID)  Year 4: \$4.00 per student, based on student count (Unique Student ID)  Year 5: \$4.00 per student, based on student count (Unique Student ID)</p> <p>Licensee acknowledges that the License Fee in this Product Schedule is discounted, based on Licensee's commitment to pay the License Fee for the specified License Term. Licensee agrees to pay any applicable taxes associated with the License Fee. For the 2nd installment and beyond, <b>Focus</b> will invoice Licensee at least thirty (30) days prior to the listed due date. Any amounts due under this Produce Schedule which remain unpaid ten (10) days after the date due shall be subject to a late fee of 1.5% of the amount of the original invoice per month.</p>			

This Product Schedule is subject to the following Terms and Conditions:

- Use Review: Upon reasonable notice, Licensee shall grant **Focus** access to its pertinent files, libraries and records, as produced from the Product(s), to perform a review of the Product ("Use Review"). All information obtained during a Use Review shall be treated as confidential.
- Third Party Code: Notwithstanding anything to the contrary in this Product Schedule or the Master Agreement, Product(s) and applicable modules licensed herein may contain code licensed by **Focus** from a third party for license with Product(s) to end users ("Third Party Code"). Licensee agrees that if Product(s) contain Third Party Code, such Third Party Code is the Confidential



Information of **Focus's** licensor and that Licensee's obligations with respect to the Title, Proprietary Rights and Confidentiality section of the Master Agreement shall apply with respect to such Third Party Code as if such Third Party Code was owned by **Focus** and was a part of Product(s) licensed from **Focus** pursuant to this Product Schedule; that title to such Third Party Code shall at all times remain with the owner of such Third Party Code; that Licensee may not use the Third Party Code separate from Product(s) or applicable module containing such code; that Licensee agrees not to translate, reverse compile, reverse assemble or otherwise reverse engineer the Third Party Code or permit others to do or attempt to do the same; that the section(s) pertaining to limitation /exclusion of damages/liabilities shall apply to such Third Party Code and Licensee agrees that **Focus's** licensor shall be excluded from any liability and/or indemnification obligations and to look exclusively to **Focus** (as set forth and limited in the Master License Agreement) for remedy of and indemnification for damages caused by such Third Party Code. **Focus** makes no representations or warranties on behalf of **Focus's** third party vendors, but **Focus's** indemnities, warranties, and maintenance obligations for Product(s) licensed under this Product Schedule will apply to such Third Party Code as between **Focus** and Licensee.

- Headings: Headings or titles to Sections herein are for convenience and/or reference only and shall not affect the meaning or interpretation of this Product Schedule or any part of it.
- Acceptance: All Products shall be deemed accepted by Licensee upon execution of the Product Schedule.

ACCEPTED BY LICENSEE:	ACCEPTED BY <b>FOCUS</b> :
Signature	Signature
Name	Name
Title	Title
Date	Date

Approved for Legal Content  
 March 4, 2015, by Matthews Eastmoore,  
 Attorneys for The School Board of  
 Sarasota County, Florida  
 Signed:     ASH