



Jackson SIS PRODUCT SCHEDULE # 04

This Product Schedule is hereby incorporated into Master License Agreement Number JAC-002 ("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.

Licensee	The School Board of Jackson County
Product(s) & Designated Hardware	<p>Focus School Software Student Information System</p> <p>Base Program: Attendance, Gradebook, Discipline, Scheduling, Registration, Online Enrollment, Eligibility, Student Demographic, Health & Guidance</p> <p>In addition: Assessment Analysis, Ad Hoc Reporting, Parent /Student Portal, FL State Reporting</p> <p>Focus/SIS - Any computer(s), at the License Site listed below.</p>
License Scope & Capacity	<p>General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates.</p> <p>Special Limitations – If any.</p> <p>Other restrictions apply as listed in this Product Schedule.</p>
License Site	Site URL designated by LICENSEE.
Site	2903 Jefferson Street, Marianna, Florida 32446
License Type	Term License
License Term	The five (5) years beginning and ending on November 28, 2020 – November 27, 2025 subject to the termination provisions of the Master Agreement. In the case where Licensee's governing documents and/or applicable law requires that a contract term in excess of one year be subject to annual school board approval, License agrees that such approval shall not be unreasonably or arbitrarily withheld.
License Fee	N/A (Paid in full on 12/21/2011)
Annual Fees	<p>Licensee shall be invoiced by Focus on December 1, 2020 – 2025 as follows: <u>YEAR 1-5 SUPPORT, HOSTING AND MAINTENANCE FEES:</u></p> <p>\$3.75 per student, Invoiced December 1, 2020*</p> <p><u>Optional Services</u> Hosting - \$1.25 per student per year</p> <p>PowerBi Dashboards - \$0.90 per student per year</p> <p>Sites shall be limited to one (1) Production Site, One (1) site for each State Reporting Survey, and Three (3) Non-Production sites. Additional sites can be added at a cost of \$0.10 per student per year.</p> <p>* As a PAEC member, Pricing will be updated accordingly to align with the PAEC Discount offered at the time. After the initial 1 year of the contract, Focus Schools Software will evaluate the per student annual maintenance rate, giving consideration to inflation and current industry standards, to offer the most competitive rate for continued annual maintenance and support. This will be a variable rate limited to 3% increase annually plus the</p>



	rate of inflation as calculated by the CPI during the duration of the contract.
	Focus will invoice Licensee at least thirty (30) days prior to the listed due date. Any amounts due under this Product 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.

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 FOCUS :
Signature	Signature
Name	Name
Title	Title
Date	Date