



Adult ED & CTE SIS Product Schedule

This Product Schedule is hereby incorporated into Master License Agreement Number **SCS-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.

Licensee	Sarasota County Schools	
Product(s) & Designated Hardware	Focus School Software Adult Ed & CTE Student Information System Any computer(s), at the License Site listed below.	
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee’s data by Licensee’s employees, contractors, and affiliates. Special Limitations – If any. Other restrictions apply as listed in this Product Schedule.	
License Site	Site URL designated by LICENSEE.	
Ship to Site	1960 Landings Boulevard Sarasota, FL 34231	
License Type	Term License	
License Term	The three (3) years beginning and ending on January 1, 2023-December 31, 2025	
License Fee	Waived (previously purchased)	
Service Rates	Optional Service Rates The rates below are set forth for the duration of the term.	
	Service	Daily Rate
	Project Management	\$1,400.00
	Data Migration and Cleansing	\$1,800.00
	Training (Focus led and “Train the Trainer”)	\$1,250.00
	Hosting (Per student per year)	\$1.50
	Integrations	\$1,800.00
Support and Maintenance	SUPPORT AND MAINTENANCE FEE:	
	Invoiced Annually January 1, 2023 - 2025	
	Year 1: \$4.27 per student, based on student count (Unique Student ID Year 2: \$4.56 per student, based on student count (Unique Student ID Year 3: \$4.87 per student, based on student count (Unique Student ID)	
	Optional Services	
	Hosting \$1.50 per student per year Document Management \$1.00 per student per year	



	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, 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.
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Licensee	Sarasota County Schools	
Product(s) & Designated Hardware	Focus School Software Post Secondary Finance System Focus Adult Ed Financial/Student Account Module - Any computer(s), at the License Site listed below.	
License Scope & Capacity	General Scope - Limited strictly to the processing of Licensee's data by Licensee's employees, contractors, and affiliates. Special Limitations – If any. Other restrictions apply as listed in this Product Schedule.	
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	Integrations	\$1,800.00
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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.

The parties agree that the prices, terms and special conditions contained in this Product Schedule constitute Confidential Information under the Master Agreement.

ACCEPTED BY LICENSEE:	ACCEPTED BY FOCUS :
Signature	Signature
Name	Name
Title	Title
Date	Date