

Subscription, Services and Hosting Agreement

This Subscription, Services and Hosting Agreement ("Agreement") is made between the following parties:

Performance Matters LLC, a Utah limited liability company, located at: 7730 South Union Park Avenue, Suite 500 Sandy, Utah 84047 (referred to in this Agreement as " PM ") and	Hamilton County School District, located at: 5683 US HIGHWAY 129 S STE 1 JASPER, FL 3205 (referred to in this Agreement as " Customer ")
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RECITALS

- A. PM is a provider of internet-based professional growth, data management, development and assessment platforms, products, systems and hosting services for schools, district, educators and other educational institutions and customers.
- B. Performance Matters and Customer entered into a Hosting Services Agreement dated May 1, 2013 for access to PM's system, and use PM's services and products to manage its professional development and data management needs.
- C. This Agreement supersedes and replaces any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, and comprises the complete agreement between the parties with respect to the subject matter. This Agreement may only be modified by a written agreement executed by both parties.
- D. As of July 2016, the address of record for Performance Matters LLC is changed to 7730 South Union Park Avenue, Suite 500, Sandy UT 84047 and the payment remittance address is changed to 8860 East Chaparral Road, Suite 100, Scottsdale, AZ 85250. All payments should be directed to Accounts Receivable at this address. Any billing questions may be sent via email to accounting@performancematters.com.

THE PARTIES AGREE AS FOLLOWS:

1. **SITE SUBSCRIPTION AND PM PRODUCTS AND SERVICES.** During the Term of this Agreement, PM agrees to provide Customer and Customer-identified authorized users ("Authorized Users") a subscription that includes access to and usage of a PM-hosted, Customer-branded website on the internet (the "Site") and PM's internet-based K-12 professional growth and data management products ("Products") as described in Exhibit A. The Site will include certain proprietary software and Products of PM and will contain certain content and data entered by Customer. PM will provide ongoing support and maintenance services for the Site and Products, including application software required to support the Products and enhancements when generally made available. In conjunction with the subscription, PM will also provide (a) Implementation Services, (b) Hosting Services, (c) Software and Products, and (d) Training Services, each as set forth in detail in Exhibit A.
 - a. **Hosting Services.** Unless otherwise specified in Exhibit A or in a separate Service Level Agreement ("SLA"), and subject to routine maintenance and upgrade requirements, PM will use commercially reasonable efforts to have hosting services available for the Customer Site at all times. Customer will be notified by the PM Project Team regarding scheduled system maintenance, product patch release dates and associated information. PM provided hosting services for the Site do not include internet access at Customer's or any Authorized User's location. Obtaining and maintaining internet access will be solely Customer's responsibility and PM shall have no liability for interruptions and outages caused by Customer's Internet Service Provider.
 - b. **Software and other Products.** Subject to Section 5, PM will provide Customer access to and a limited license to use the Products and proprietary software for the number of users, the subscription term and at the cost specified in Exhibit A. As provided in Section 5 below, all Software licenses are non-exclusive and non-transferable, and shall terminate on the same date as this Agreement.
 - c. **Training Services.** Training services, Site and Product training, videos and/or documentation ("Training Services") for Customer are detailed in Exhibit A, and will be scheduled at a time mutually agreeable to the parties. All Training Services listed in Exhibit A must be completed within the first twelve months of the initial Term of the Agreement. Any Training Services detailed in Exhibit A, that are not used during the first twelve months of the initial Term are forfeited by the Customer. Upon execution of the Agreement, any unused Training Services previously purchased by Customer will expire. Class size for any Training Services is limited to twenty (20) attendees per session. PM may charge an extra fee for additional attendees in its sole discretion.
 - d. **Service Change Requests.** Any Customer requested updates, revisions, enhancements or changes in scope, Products, or price that are not provided for in Exhibit A must be documented in a Service Change Request ("SCR") in the form attached as Exhibit B. Each SCR is an amendment to the Agreement, and must be executed by the parties prior PM commencing any of the work

requested.

2. **CUSTOMER RESPONSIBILITIES AND OBLIGATIONS.** During the Term of the Agreement, Customer will be responsible for the following:

- a. **Customer Data Format for Import and Implementation.** PM will provide Customer with specific data formatting and content requirements for the Customer Data that will be imported onto PM's platform (the "Data Import Requirements"). Customer will provide PM with all employee and other authorized user information at its own expense and in the format set forth in Data Import Requirements to perform the Implementation Services. Customer is responsible for insuring that the Customer Data to be imported complies with the Data Import Requirements. In the event Customer's implementation requires PM to process custom import files that differ from the Data Import Requirements, additional charges will apply and will be itemized in an SCR for approval by the parties prior to import services being performed.
- b. Customer will manage and protect all authorized user registration, maintenance of passwords and accounts for end-user access, will keep all passwords secure and confidential, and will disable accounts and passwords as appropriate upon termination of any authorized user. Customer will use commercially reasonable efforts to prevent unauthorized access to its accounts. Customer will notify PM within forty-eight (48) hours in the event Customer becomes aware of any breach or unauthorized access to its account(s).
- c. Customer be solely responsible for the accuracy and completeness of Customer Data and all activity in its account and on the Site.
- d. Customer will use the Site, Products and Services only in accordance with PM's written technical guides and applicable law. Customer may allow authorized third parties to access the Product(s) and Site in compliance with the terms of this Agreement, provided that (i) the access is for the sole benefit of Customer; and (ii) such Customer-authorized third parties are contractually bound to comply with all applicable federal, state and local laws and with the terms of this Agreement.

3. **EFFECTIVE DATE, TERM AND TERMINATION.** This Agreement begins on the last date of signature ("Effective Date"). The initial Agreement term is three years ("Term"). Upon expiration of the initial three year term, the agreement automatically renews on the anniversary of the Effective Date for successive one-year terms ("Renewal Term") unless Customer gives PM written notice no less than sixty (60) days before the end of the Term or current Renewal Term. The Term and each Renewal Term includes the Subscription Term identified in Exhibit A.

- a. **Mutual Termination for Material Breach.** Except for non-payment, if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- b. **Suspension for Violations of Law.** PM may temporarily suspend the Service or remove the applicable Customer Data, or both, if PM in good faith believes that Customer has violated any Applicable Law as part of using the PM System.
- c. **Effect of Termination.** Upon termination or expiration of the Agreement:
 - i. PM will end Customer's Subscription, and terminate Customer's access to the Site, Services, Products, and related software.
 - ii. Customer will immediately pay any fees due and owing prior to the termination date.
 - iii. Upon written request of Customer, PM will make the Site and any Product available for Customer to export customer data for 60 days after termination.
- d. **Funding-Out Clause.** Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify PM in writing before such termination, and provide PM with sufficient legal documentary proof of the non-availability of the funds. If Customer terminates Agreement due to lack of funding, Customer agrees not to acquire similar services from a third party for the remainder of the Term of the Agreement.
- e. **Non-payment of Fees.** PM may terminate this Agreement and Customer's access to the Site, Services, Products and associated software for Customer's non-payment of amounts owed.

4. **FEES.**

- a. **Fees and Payment Terms.** Customer will pay all fees set forth on Exhibit A within thirty (30) days of receipt of invoice, unless other payment terms have been provided for and agreed upon in Exhibit A. Payments not made when due, shall bear interest at the rate of 1.5% per month, or the highest legal rate, whichever is less, commencing as of the due date, until fully paid.
- b. **Taxes.** If Customer provides PM with a valid tax exemption certificate authorized by the appropriate taxing authority, PM will

not charge or collect sales or other taxes as the exemption certificate provides. If no exemption certificate is provided, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Invoice (except for any PM income or PM employee taxes).

5. INTELLECTUAL PROPERTY, OWNERSHIP AND LICENSE.

- a. **License to Use Products.** PM grants to Customer a limited, non-exclusive, non-transferable license to access and use software and Product(s) for the number of users and for the subscription term specified in Exhibit A. This license is solely for Customer's internal educational and training purposes.
- b. **Customer Data.** Customer represents and warrants that Customer has appropriate rights to any data and content Customer uploads or enters into the Site or a Product ("Customer Data"). All Customer Data remains the property of Customer, as between PM and Customer. Customer grants PM the right to use the Customer Data solely for purposes of performing under this Agreement and in accordance with all applicable federal, state and local laws and regulations ("Applicable Laws"). PM will adopt, implement and maintain commercially reasonable security measures and procedures (including, firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis.
- c. **Restrictions.** Customer will not (i) sell, resell, rent or lease the Site, Products, Software, or any other deliverable under this Agreement, (collectively, the "PM System") or use the PM System in a service provider capacity; (ii) use the PM System to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights or Applicable Law; (iii) interfere with or disrupt the integrity or performance of the PM System or attempt to gain unauthorized access to the PM System or their related systems or networks; (iv) use the PM System for any use other than for internal Customer educational or professional development purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the PM System, or modify, create derivative works based on the PM System; or (vi) access the PM System to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. Any materials placed on the PM System inconsistent with the foregoing requirements shall be deemed to be a material breach of this Agreement and may be removed by PM.
- d. **Products.** All audio, video and other content, curriculum, documentation, and software (including without limitation applets, animations, and application software) required to support the PM System provided by PM as part of the Subscription are licensed to Customer as follows: PM grants Customer a non-exclusive, non-transferable license during the Agreement Term to access and use the PM System for internal educational and training purposes solely in connection with this Agreement.
- e. **Artistic and Content Control.** Except as expressly provided otherwise under the Agreement, Customer shall have exclusive artistic and editorial control over the Site, including the Site design and integration of Customer content. Any changes made to the artistic and editorial content of the Site following Customer's initial acceptance of the Site, will be subject to a SCR executed by the parties.
- f. **PM's Reservation of Rights.** The content, documentation, code, software, workflow processes, user interface, website, designs, design concepts, know-how, methodologies, used in or as part of the PM System are the sole property of PM and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain solely with PM and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the PM System. PM reserves all other rights not expressly granted to Customer in this Agreement.

7. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by applicable law, that is disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). PM's Confidential Information includes without limitation its user interface design and layout, pricing information, the Products, the Services or any deliverables.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.

- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide the non-disclosing party with advance notice to seek a protective order.

8. INDEMNIFICATION.

- a. PM will defend or settle any third party claim against Customer to the extent that such claim alleges that PM technology used to provide the Site, Services or Products violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies PM of the claim in writing, cooperates with PM in the defense, and allows PM to solely control the defense or settlement of the claim. PM will pay infringement claim defense costs, PM-negotiated settlement amounts, and court awarded damages incurred as part of its obligations under this Agreement. If such a claim appears likely, then PM may modify the Site, Services or Products, procure the necessary rights, or replace the infringing part of the Site, Services or Products with a functional equivalent. If PM determines that none of these are reasonably available, then PM may terminate access to the Site, Services or Products and refund any prepaid and unused fees. PM has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by PM or for any third party web services not owned by PM. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND PM'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**
- b. To the extent permitted under applicable law, Customer will defend, indemnify and hold harmless PM from and against any third party claims, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) Customer's negligence, misconduct or breach of this Agreement, (ii) any Customer Data or third party content, products, services or systems, including their integration or their required third party integration with the Service, and (iii) any Customer violation of applicable law which results in third party claim against PM.

9. WARRANTY AND WARRANTY EXCLUSION.

- a. **Compliance Warranty.** Each party will comply with, and will cause each of its employees, agents, and contractors to comply with all laws applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act ("FERPA") and the Children's Online Privacy Protection Act ("COPPA").
- b. **PM Service Warranty.** PM warrants that commercially reasonable efforts will be made to maintain the online availability of the Site, Services or Products. **CUSTOMER'S EXCLUSIVE REMEDY AND PM'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR PM TO REPAIR THE NON-CONFORMING SERVICES OR PRODUCT, OR IF PM CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN PM MAY TERMINATE ACCESS TO THE SITE, SERVICES OR PRODUCTS AND REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING SERVICE.**
- c. **DISCLAIMERS.** ALL PRODUCT AND SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SITE, SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SITE, SERVICES OR PRODUCTS ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SITE, SERVICES OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SITE, SERVICES OR PRODUCTS WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

10. LIMITATIONS OF LIABILITY.

- a. **EXCLUSION OF INDIRECT DAMAGES.** PM IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** PM'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

11. GENERAL.

- a. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided however that PM may assign this Agreement to a purchaser of all or substantially all of its assets or its business provided that the assignee agrees to be bound by all of PM's duties and obligations under this Agreement. Any attempt to assign this Agreement without such consent will be null and void.
- b. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.
- c. Force Majeure. Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control including acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, failure of the internet, or fuel crises, provided that such party gives prompt written thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, at which time this Agreement will be deemed terminated by mutual consent of the parties subject to each party's post-termination obligations set forth in this Agreement.
- d. Notices. All notices under this Agreement will be deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered U.S. mail, return-receipt requested, or nationally recognized express courier, to the address shown above, attention the parties' authorized representative, or as may otherwise be specified by either party.
- e. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- f. Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- g. Export Control. The sale, resale, or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations, and orders of the United States of America and may be subject to the export and/or import control laws, regulations, and orders of other countries. Customer agrees to comply with all such laws, regulations, and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export, import, or transmission is restricted or prohibited. Customer acknowledges and agrees that Customer is responsible to obtain any license to export, re-export, import, or transmit as may be required.
- h. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located.
- i. Money Damages Insufficient. Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- k. Entire Agreement: Amendment. This Agreement and the attached Exhibits A and B comprise the complete agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified by a written agreement executed by both parties.

Accepted as of the Effective Date.

Customer: **Hamilton County School District**

Performance Matters LLC

By:

Rex L Mitchell

By:

Name:

REX L MITCHELL

Name:

Title:

SUPERINTENDENT

Title:

Date:

8/2/17

Date:

- a. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent; provided however that PM may assign this Agreement to a purchaser of all or substantially all of its assets or its business provided that the assignee agrees to be bound by all of PM's duties and obligations under this Agreement. Any attempt to assign this Agreement without such consent will be null and void.
- b. **Severability.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.
- c. **Force Majeure.** Except for payments due under this Agreement, neither party will be responsible for any failure to perform due to causes beyond its reasonable control including acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, failure of the internet, or fuel crises, provided that such party gives prompt written thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, at which time this Agreement will be deemed terminated by mutual consent of the parties subject to each party's post-termination obligations set forth in this Agreement.
- d. **Notices.** All notices under this Agreement will be deemed given when delivered personally, sent by confirmed facsimile transmission, or sent by certified or registered U.S. mail, return-receipt requested, or nationally recognized express courier, to the address shown above, attention the parties' authorized representative, or as may otherwise be specified by either party.
- e. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- f. **Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.
- g. **Export Control.** The sale, resale, or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations, and orders of the United States of America and may be subject to the export and/or import control laws, regulations, and orders of other countries. Customer agrees to comply with all such laws, regulations, and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export, import, or transmission is restricted or prohibited. Customer acknowledges and agrees that Customer is responsible to obtain any license to export, re-export, import, or transmit as may be required.
- h. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state where Customer is located.
- i. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- k. **Entire Agreement: Amendment.** This Agreement and the attached Exhibits A and B comprise the complete agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified by a written agreement executed by both parties.

Accepted as of the Effective Date.

Customer: Hamilton County School District

By:

Name:

Title:

Date:

Rex L Mitchell
REX L MITCHELL
SUPERINTENDENT
8/2/17

Performance Matters LLC

By:

Name:

Title:

Date:

DocuSigned by:
Amy Wieland
 1FE82DAFFA5141A... Amy Wieland
Senior Vice President
8/2/2017



EXHIBIT A

FEES, IMPLEMENTATION REQUIREMENTS and PRICING

District Pricing Summary:

- a. The Products are provided with "AS IS" functionality available on the Effective Date of this Agreement.
- b. No custom work is included in the listed price.

1. **SITE IMPLEMENTATION FEES.** The Site Implementation Fees are based on the standard hours required by PM to perform the Baseline Site setup. Any additional hours needed to complete the Baseline Site setup will be addressed in a SCR to be agreed upon and executed by the parties. Implementation fees are detailed in the chart below:

Site Implementation Services	Hours	Fee
NA	0	\$0.00
Total of all Site Implementation Services:		\$0.00

2. **TRAINING SERVICES.** All Training Services must be scheduled and performed within the first twelve months of the initial Term of this Agreement.

Training Services	Quantity	Fee
NA	0	\$0.00
Total of all Training Services:		\$0.00

3. **SUBSCRIPTION FEES.** Subscription Fees listed in the chart below are for Year 1 of the Agreement and include hosting services. All subscription fees will be increased by five percent (5%) annually on the anniversary of the Effective Date for the term of the Agreement.

Product	Per User Cost	Subscription Term	Subscription Fee
Student Growth Solution – Unify Assessment & Analytics - 1,690 Students	\$10.00	July 1, 2017 – June 30, 2018	\$16,900.00
Grad Report and Early Warning Systems - 1,690 Students	\$1.00	July 1, 2017 – June 30, 2018	\$1,690.00
Total Subscriptions			\$18,590.00

4. **INVOICING:**

Milestone	Fee Due Upon Milestone Completion	Due Date	Invoice Terms
Contract Execution – Includes Site Implementation Fees, Training Fees, and Subscription Fees for Year 1 of the agreement.	\$18,590.00	July 1, 2017	NET 30



Exhibit B
Form of Service Change Request ("SCR")

Performance Matters LLC ("PM") a Utah limited liability company, located at: 7730 South Union Park Avenue, Suite 500 Sandy, Utah 84047		Customer Name ("Customer") located at: Address1 City, State Zip Code	
SCR Effective Date		SCR Number	
PM contact:		Client contact:	

Effective on the SCR Effective Date, this SCR is incorporated by this reference into the [*insert name of Agreement*] dated _____, 20__ ("Agreement") by and between the parties and is governed by the terms and provisions of that Agreement. Except as amended or supplemented by this SCR, the terms and conditions of the Agreement remain in full force and effect.

1. The Payment Remittance Address is Performance Matters, Accounts Receivable, 8860 East Chaparral Road, Suite 100, Scottsdale, AZ 85250. All payments should be directed to Accounts Receivable at this address. Any billing questions may be sent via email to <accounting@performancematters.com>.

Description of SCR Change to Agreement:

Accepted and Agreed as of SCR Effective Date.

[Customer]	Performance Matters LLC
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

Student Growth Solutions – Service Descriptions

Author		Description
X	Collaboration	Collaborate with others inside or outside of your organization to author, review, rate and approve assessment content.
X	Blueprint	Design a complete standards-based blueprint for any course or choose from the broad selection of blueprints available.
X	Design Studio	Build innovative items and assessments; build assessments from existing item banks or choose from a broad selection of existing assessments.

Administer		Description
X	Performance Scoring	Interactive scoring of constructed student responses in media, print or text using bracketed rubrics and anchors.
X	ScanEngine	Testing via plain paper Scan Form using any modern scanner or multi-function printing technology.
X	OnLineAssessment (OLA)	Student online testing platform that incorporates the new Technology Enhanced Items. *Requires Performance Scoring to score constructive response questions.
	GradeCam	Administer classroom assessments via Unify using GradeCam's camera-based capture software.

Analyze		Description
X	Student Item Analysis	Interactive item analysis of Unify assessments to evaluate student performance and item quality.
X	Baseball Card and Scoreboard Analytics	Powerful ad hoc and comparative reporting for a wide range of measures and attributes including local, state and third party assessments.
X	Baseball Card Basic	Powerful ad hoc reporting for local assessments administered in Unify.
X	MyUnify Home Page	Educators Home Page that provides relevant information with on demand connections to assessment, intervention, and curriculum resources.
X	Early Warning Indicators	Customized business rules that drive the identification of students at risk among a broad range of measures.
X	Item Statistics	Item discrimination, test validity and distractor analysis that connect to item edit and review workflow to continuously improve assessment content.
X	Educator Analytics	Longitudinal analysis of state test performance and teacher observation results.
X	Grad Report	Dynamic reporting tool for analyzing the graduation status among the measures required for graduation.

Act		Description
X	Response to Intervention	Administration and progress monitoring tool to support academic and behavioral interventions.
	Student Learning Objectives	Rationale, administration, reporting and roster verification tool for Student Learning Objectives (SLOs).
	Progress Monitoring Plan	Set data driven flags to identify students for intervention.

Service		Description
X	ScanEngine Setup	Configuration and Testing of one unit each of the scanner device types to be used.
X	SIS Integration	Integration of SIS scheduling info using PM record layouts.
	Active Directory	Integration with customer Active Directory via SAML.

3rd Party Item Bank		Description
	Key Data Systems	Assessment content for Math, Reading, Science and Social Studies.
	Measured Progress (MP) Bundle	Bundle includes Item Bank, Testlets and Benchmark Assessments.
	MP Item Bank	Originally written Common Core content item bank for Reading and Math.
	MP Benchmarks	Completed Common Core benchmark tests for Reading and Math.
	MP Testlets	Completed formative mini assessments for individual Common Core standards in Reading and Math.
	Certica (formerly NWEA)	Assessment content for Math, Reading, Science and Social Studies.
	Progress Testing	Assessment content for Math, Reading, Science, Social Studies and CTAE.

Training		Description						
	Onsite	Six hours of instructor-led onsite professional development for either one full-day or two half-day sessions held on the same day for up to 20 participants per session.						
	Virtual	Six hours of instructor-led virtual professional development with hands-on practice for up to 15 participants per session.						
	Webinar	One-hour webinar presentation for up to 1000 attendees.						
	Video	3-5 minute custom video delivered as an MP4 video stored on the platform.						
	Documentation	Client-specific custom documentation.						
x	Online Help Center	Searchable database of help articles with printable PDF QuickDocs and User Guides						
x	Video Tutorial Library	Library of 3-5 minute video tutorials on basic product usage						
	Certification (onsite, private virtual or public virtual)	<table><tr><td>Data Analyst</td><td>Test Designer</td></tr><tr><td>Item Writer</td><td>Unify Administrator</td></tr><tr><td>Unify Power User</td><td>Unify User</td></tr></table>	Data Analyst	Test Designer	Item Writer	Unify Administrator	Unify Power User	Unify User
Data Analyst	Test Designer							
Item Writer	Unify Administrator							
Unify Power User	Unify User							