SOLUTION LICENSE AGREEMENT
(PHASE II)

THIS SOLUTION LICENSE AGREEMENT (PHASE II) (this "Agreement") is entered into as of June 20, 2020 (the "Effective Date"), by and between DecisionEd Group, Inc., a Texas Corporation ("DecisionEd"), and Cedar Falls Community School District ("Client").

WHEREAS, DecisionEd and Client have entered into that certain Solution License Agreement (Phase I) dated March 17, 2020 pursuant to which DecisionEd provided certain implementation strategies and processes to Client related to Client's student data inventory; and

WHEREAS, pursuant to this Agreement, Client desires to license DecisionEd's proprietary data management and reporting system in connection with the implementation of Client's student data inventory in Phase I, and DecisionEd agrees to deploy such system and solution subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.   Definitions.

Except as otherwise indicated, and unless the context otherwise clearly requires, the following terms shall have the meanings set forth below:

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas.

"DEG Software" means DecisionEd's proprietary data management and reporting system software products and any and all Improvements thereto conceived or developed by DecisionEd or any other third party.

"Deliverables" means any one or more of the data items identified on Exhibit A in connection with Client's use of the Technology.

"Documentation" means all materials, in written, computer readable or other form containing information about the Technology and/or the Software that accompany the Technology, or that DecisionEd may provide during the term of this Agreement.

"IBM Software" means the IBM business analytics software that is provided for use in connection with the Technology.

"Improvements" means any amendments, modifications, derivative works, revisions, changes, customizations or other improvements.

"Intellectual Property Rights" means all worldwide: (a) patents, patent applications and other patent rights; (b) rights associated with works of authorship, including copyrights, trademarks, registrations and applications for registration of trademarks and copyrights, mask work rights, mask work applications and mask work registrations; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth herein and any other proprietary rights

relating to intangible property; and (e) divisions, continuations, renewals, reissues and extensions of the foregoing (as applicable), now existing or hereafter filed, issued, or acquired.

"Product" means collectively the product parts identified on Exhibit B attached hereto which control the scope of and limit Client's use of the Technology to identified users.

"Software" means collectively the DEG Software and the IBM Software.

"Technology" means the combination of the DEG Software and the IBM Software as an integrated solution or application.

Section 2.   Technology Deployment.

(a)   *Deployment Responsibilities.* DecisionEd will perform the necessary processes to make the Technology available for use by Client. In connection with such deployment, Client agrees to (i) provide access to network, systems and required data to support deployment related tasks, (ii) provide appropriate and reasonable workstations and work area(s) for DecisionEd resources; and (iii) ensure offsite access to network, systems and required data is granted to DecisionEd resources via VPN or suitable secured connection method for offsite work.

(b)   *Testing of Deliverables.* Any defects in the Deliverables will be corrected as part of DecisionEd's maintenance and support pursuant to Section 5 hereof.

(c)   *Dependence*. Each of the parties will work together in good faith to carry out its responsibilities hereunder. Client acknowledges that DecisionEd's deployment of the Technology and delivery of the Deliverables are dependent on the timely and satisfactory completion of Client's responsibilities, the accuracy and completeness of any assumptions given to DecisionEd, the Client providing DecisionEd with reliable, accurate and complete data and the Client providing timely decisions and obtaining required management or board approvals as required.

(d)   *Accuracy of Data*. DecisionEd will be entitled to rely on all data provided to it by Client as being true, complete and not misleading. DecisionEd will not be responsible for the consequences of any of the information provided to it in the course of Technology deployment being incomplete, inaccurate, not current or otherwise deficient.

(e)   *Subcontractors*. Client may in its reasonable discretion use independent contractors to assist in implementation of the Technology, provided that notwithstanding anything set out in this Agreement, Client will remain primarily responsible to DecisionEd for all obligations, compliance, acts, and omissions of any such independent contractors with the terms and conditions of this Agreement, including without limitation the confidentiality provisions of Section 7.

Section 3.   Grant of License; Ownership and Use Restrictions.

(a)   *License.* Subject to the terms and conditions of this Agreement, and upon payment of all applicable license fees, DecisionEd hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the DEG Software and the IBM Software as an integrated solution or application in machine-readable object code form only for purposes relating solely to Client's internal operations. DecisionEd further grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license to use the Documentation in connection with Client's use of such Software.

(b)   *Use of IBM Software*. Use of the IBM Software is subject to a separate license agreement which can found at http://www-03.ibm.com/software/sla/sladb.nsf. Client agrees to be bound by the applicable terms of such license agreement when using the IBM Software, which such terms are incorporated herein by reference.

(c)   *Scope of Use*. Client's use of the Technology and/or Software may not exceed the applicable use restrictions associated with the license fees paid by Client hereunder for the Products purchased. Further, all IBM Software may only be used in conjunction with the DEG Software as part of the Technology.

(d)   *Back-Up Copies*. Client may make one copy of the Software solely for the back-up or archival purposes, provided that such copy must contain all proprietary notices affixed to or appearing in the original copy.

(e)   *Ownership.* Client hereby acknowledges that the Software, all Improvements, all Intellectual Property Rights protecting or pertaining to any aspect of the Software (or any Improvements), and the Documentation, are and shall remain the sole and exclusive property of DecisionEd and, where applicable, IBM. This Agreement does not convey title or ownership to Client, but instead gives Client only the limited right to use the Software and/or the Technology, strictly in accordance with the express provisions, and under the express limitations, contained in this Agreement. DecisionEd reserves all rights not expressly granted by this Agreement.

(f)   *Restrictions*. Except as expressly set forth in this Agreement, Client has no right to use, make, sublicense, modify, transfer, rent, lease, sell, display, distribute or copy originals or copies of the Software or Documentation, or to permit anyone else to do so. In addition, Client will not reverse engineer, unencrypt, disassemble, decompile or otherwise translate the Software or allow anyone else to do it.

(g)   *Proprietary Notices*. Client shall not remove any patent, copyright or trademark or other intellectual property notices that may appear on any part of the Software of Documentation.

(h)   *Audit Rights*. Client authorizes DecisionEd or its designee to audit its compliance with this Agreement, as DecisionEd deems reasonable.

Section 4.   License Fee.

(a)   *License Fee*. In consideration of the undertakings of DecisionEd to deploy the Technology and the license of the DEG Software and the IBM Software as an integrated solution or application as granted herein, Client agrees to pay to DecisionEd a license and deployment fee (the "License Fee") for Products purchased as set forth on Exhibit B attached hereto (the "Pricing Summary"). The License Fee shall be due and payable to DecisionEd within thirty (30) days of the Effective Date. Subject to Section 6, upon payment in full of the License Fee, the license to use the Software as provided herein will be perpetual.

(b)   *Payment of Invoices*. Any invoices provided by DecisionEd to Client hereunder shall be payable by Client within thirty (30) days of receipt thereof.

Section 5.   Maintenance and Support.

(a)   During the term of this Agreement, Client may purchase maintenance and support of the Technology (which includes the DEG Software and the IBM Software but solely as an integrated solution

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or application) by DecisionEd in one year increments at DecisionEd's current rates. Rates for any annual maintenance and support terms pre-purchased by Client will be locked-in and not subject to rate increases, if any. Such maintenance and support fees ("Support Fees") will be due and payable prior to the expiration of Client's current maintenance and support term(s). If any Support Fees are received by DecisionEd after expiration of such term, Client will be subject to a reinstatement fee at DecisionEd's current rates. The Support Fee for the first twelve (12) months after the Effective Date is included in the License Fee. So long as Client is current in the payment of its Support Fees, DecisionEd will provide maintenance and support for the Technology during the term of this Agreement as set forth in this Section 5. The period of time that DecisionEd provides such maintenance and support will be referred to herein as the "Maintenance Period."

(b) During the Maintenance Period, DecisionEd will provide updates as they become commercially available to the DEG Software and the IBM Software and use commercially reasonable efforts to correct any defects in the Technology identified by Client, at no additional charge to Client.

(c) In addition, during the Maintenance Period, DecisionEd will provide Client consulting support on the technical details of the Technology. DecisionEd shall use commercially reasonable efforts to promptly answer any question communicated to DecisionEd by Client during Business Days. All consulting support inquiries shall be submitted to DecisionEd via e-mail, facsimile or telephone during the hours of 9:00 a.m. and 5:00 p.m., Central Standard Time, on Business Days or at such other times as DecisionEd shall agree to take such inquiries.

(d) Additional support for custom developed services may be arranged between the parties at mutually agreed upon terms and rates as required.

Section 6.   Termination.

(a) *Termination by DecisionEd or Client.* This Agreement may be terminated by either party in the event of a material breach of this Agreement by the other party that is not cured within 30 days after notice of the breach by the party seeking to terminate this Agreement.

(b) *Termination by DecisionEd.* DecisionEd may immediately terminate this Agreement upon written notice in the event Client breaches any of the provisions of Section 3 of this Agreement.

(c) *Effects of Termination.* In the event of termination of this Agreement by DecisionEd pursuant to Sections 6(a) or 6(b) above, Client will immediately cease utilizing the Technology and/or the Software, and will immediately return to DecisionEd or destroy all copies of the materials embodying the Technology and/or the Software, and remove the Technology and/or the Software from all media in Client's custody, possession or control. If Client otherwise retains or continues using any portion of the Technology and/or Software after termination of this Agreement, DecisionEd shall be entitled to obtain both temporary and permanent injunctive relief, without any bond, and irreparable harm shall be presumed. Termination shall not relieve Client from paying all amounts accrued under this Agreement prior to termination and shall not limit DecisionEd from pursuing any other available remedies.

(d) *Survival.* The following Sections of this Agreement shall survive the termination of this Agreement for any reason: Sections 3(b), 3(e), 3(f), 3(g), 3(h), 7, 8 and 10 and this Section 6(d).

Section 7.   Confidentiality.

(a) *Confidential Information Defined.* During the term of this Agreement, it is contemplated that Client will disclose to DecisionEd, and DecisionEd will disclose to Client, certain confidential and

proprietary information. Confidential Information may be communicated orally, visually, in writing or any other recorded or tangible form. As used in this Agreement, "<u>Confidential Information</u>" means information identified by the disclosing party orally or in writing as confidential at the time of disclosure, information marked as confidential, personal data, plans, specifications, and any other data or information which the receiving party has reason to believe the disclosing party would not want disclosed to the public or to a third party, or tending to give the disclosing party a commercial advantage. Confidential Information shall not, however, include any information which (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (2) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (3) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (4) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (5) the receiving party can establish was developed independently by it without use, directly or indirectly, of any Confidential Information; or (6) is required by law to be disclosed by the receiving party, provided that the receiving party shall give the disclosing party written notice of such requirement prior to disclosure so that the disclosing party may, at its expense, seek a protective order or other appropriate relief.

(b)   *Use of Confidential Information.*   Each party agrees not to use any Confidential Information of the other party for any purpose except for purposes of this Agreement. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, officers, directors, agents, consultants, contractors, advisors, lenders, accountants and attorneys (collectively "<u>Agents</u>"), except to those Agents of the receiving party who are required to have the information for purposes of this Agreement. Client shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody DecisionEd's Confidential Information and which are provided to Client hereunder. To the extent Client breaches this agreement by using DecisionEd's Confidential Information in a non-permissible way, any inventions, improvements, or other intellectual property resulting from such non-permissible use will be the property of DecisionEd. Client will and does hereby automatically assign, grant and convey to DecisionEd any and all rights, title and interest in such new intellectual property, at the time of creation of any such work, without a requirement of further consideration, and regardless of any right, title or interest the breaching party may have in any such work. Client further agrees that upon request, Client will execute a written assignment of such new intellectual property to DecisionEd.

(c)   *Maintenance of Confidentiality.* Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information (which shall not be less than measures requiring strict confidence) and shall ensure that its Agents who have access to Confidential Information of the other party have signed a non-disclosure agreement having provisions at least as restrictive as those set forth in this Agreement prior to any disclosure of Confidential Information to such Agents. Neither party shall make any copies of the Confidential Information of the other party unless the other party approves the same previously in writing. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

(d)   *Remedies.* Each party agrees that its obligations in this Section are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall

be entitled to obtain both temporary and permanent injunctive relief against the threatened breach of this Section or the continuation of any such breach, without the necessity of proving actual damages or posting bond or other security *(to the extent that either party is required to post bond or other security, the parties agree and stipulate that $1,000 is sufficient for such bond or other security).*

Section 8.   Warranty Disclaimer and Limitation of Liability.

(a)   *Technology Provided "As Is."* Except as may be specified herein, DecisionEd does not warrant that the Technology will meet any particular standards or requirements or that Client's use of the Technology will be uninterrupted or error free. THE TECHNOLOGY, THE SOFTWARE AND THE DOCUMENTATION ARE DELIVERED AND LICENSED "AS IS".

(b)   **DECISIONED AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE TECHNOLOGY AND THE SOFTWARE, EITHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.**

(c)   NEITHER DECISIONED NOR ITS LICENSORS SHALL BE LIABLE HEREUNDER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOSS OF GOODWILL OR REPUTATION, LOST REVENUES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, IN EACH CASE WHETHER ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AND HOWSOEVER INCURRED.

(d)   IN NO EVENT SHALL DECISIONED'S OR ITS LICENSORS AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, OR USE OF THE TECHNOLOGY OR SOFTWARE, INCLUDING ANY CAUSE OF ACTION BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT OF THIRD PARTY RIGHTS OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID BY CLIENT TO DECISIONED HEREUNDER.

Section 9.   Insurance.

Upon or prior to the Effective Date, DecisionEd will obtain and maintain in effect during the term hereof, at its own expense, general liability insurance coverage, which insurance will be in the amount of no less than $2,000,000.

Section 10.   Miscellaneous Provisions.

(a)   *Assignment.* Client shall not have the right to assign or otherwise transfer its rights or obligations under this Agreement or its rights to the Software and/or Technology without the prior written consent of DecisionEd. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

(b)   *Notices.* All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.

(c)   *Counterparts.* This Agreement may be executed in the original or by facsimile and/or in one or more counterparts, each of which shall be deemed an original.

(d)   *Entire Agreement; Amendments; Waivers.* This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations or agreements, oral or written, by the parties relating thereto. This Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

(e)   *Severability.* Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(f)   *Headings.* The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

(g)   *Export Regulations.* Client acknowledges that the Software and the Documentation are subject to U.S. export control laws. Client agrees that it will comply with all such laws and will not export the Software or Documentation outside of the U.S. without the prior written consent of DecisionEd.

(h)   *Equitable Relief.* In addition to other remedies available to it, the non-breaching party will be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of any portion of this Agreement.

(i)   *Governing Law; Venue and Jurisdiction.* THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(j)   *WAIVER OF JURY TRIAL.* EACH OF DECISIONED AND CLIENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(k)   *Force Majeure.* Neither party shall be liable for any delay due to causes beyond its reasonable control, such as acts of God; fire; explosion; flood; windstorm or other unusually severe weather condition; strike, work stoppage or other labor dispute; riot; acts of terrorism; breakdown of or damage to equipment or facilities; a change in law; or any action or restraint by court order or public or

governmental authority (each, a "<u>Force Majeure Event</u>"). A lack or unavailability of money shall not constitute a Force Majeure Event.

(l)   *Independent Contractors.*   DecisionEd and Client agree that they are independent contractors, each without the power or authority to bind, contract or commit the other, and will always represent themselves to any third parties only as independent contractors without such power or authority. The parties are not, and nothing in this Agreement shall be interpreted that the parties are, partners, joint venturers, co-owners or otherwise participants in a joint or common undertaking.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client: DecisionEd:

Cedar Falls Community School District   **DecisionEd Group, Inc.,**
                                                    a Texas corporation

By: By:
Name: Name:
Title: Title:

Address for Notice: Address for Notice:

                                                    DecisionEd Group, Inc.
Attn: Attn: Deborah Mason
                                                    9901 Valley Ranch Parkway East, Suite 1060
                                                    Irving, TX 75063

Facsimile: Facsimile:
E-mail: E-mail:

EXHIBIT A

Deliverables

[see attached Product Description]

PRODUCT DESCRIPTION

K-12 Performance Management for Administrators

Part Numbers: DPMAD-A, DPMAD-B, DPMAD-C, DPMAD-D, DPMAD-E, DPMAD-F

Overview

The DecisionEd *K-12 Performance Management – Administrator* provides a complete solution to address data and dashboards requirements for a school district. With an industry leading data model, information from systems across the district is integrated into a single repository for ease of reporting and dashboard views. Pre-built dashboards and reports provide immediate value with delivery of information to stakeholders for data-driven decisions.

Perpetual License with First Year Support

Included are perpetual licenses for the DecisionEd *K-12 Performance Management for Administrators* and IBM Cognos® software for **server administration, report development, query development, dashboard development,** and **end user access** for District Staff and School Administrators (non-classroom staff).

Data Subject Areas

When viewing results, it is critical to be able to structure results with factors that impact the success of the educational process.

The following subject areas are included:

- Student Assessments
- Student Attendance
- Student Marks and GPA
- Student Interventions
- Student Program Participation
- Staff Credentials
- Finance
- Staff Evaluations
- Student Post Graduation

- Student Enrollment
- Student Behavior
- Student Transcripts
- Student Special Education
- Staff Job Assignments
- Staff Attendance
- Staff Professional Development
- Survey Results

Data Load Processes

Included are data extractors which will load source data (typically on a nightly basis) into the Data Warehouse. These extractors are specific to your source systems and harvest not only standard data, but user defined fields. Extractors load from source systems for all identified Subject Areas.

Dashboards

Role-based dashboards with drag-n-drop functionality for customization. Dashboards designed for District Administrators, School Administrators, Research and Accountability, and program areas. Monitor key indicators at a glance.

Reports

Over 600 reports which cover subject areas and provide views across subject areas. Extensive support is provided for cohort definition and tracking including the Flexible Cohorts facility which allows for the definition of unlimited groups over multiple years of data.

Alerts

Using the interactive graphical interface, users are able to define alerts to data conditions and automatically send notices to stakeholders.

Security Roles

Contained within the product are predefined security roles which have pre-built rules for object, capability, and data security. Rules for existing roles may be modified by the district or new roles created.

History Load

History will be loaded as part of the deployment process. DecisionEd uses a data inventory process as part of the deployment to determine available and relevant data to be initially loaded. Working with the district a mutually agreed on schedule of data to be loaded is defined.

Deployment Process

A deployment manager is assigned from DecisionEd which provides the primary point of contact throughout the deployment process. Leading the deployment through a proven approach developed on DecisionEd's years of experience implementing K-12 Performance Management ensures a predictable, timely use of the tools.

Support for the First Year

Product support is included for the first year from contract execution. Support includes all new releases of DecisionEd and related IBM product releases installed on your system. Direct access to DecisionEd staff for problem resolution and assistance is provided.

Training

Multiple training events are included to address multiple levels of users within the district. On-site classes are provided for General Access, Power User, and Professional Report Developer. Expertise transfer sessions are included for server administration and installation processes for recovery purposes.

Report / Query Development Tools

A full selection of tools is included for districts to develop their own queries, dashboards, and reports via the IBM Cognos toolset. The graphical based toolsets are covered during the training sessions and provide a wide functionality range from casual user through the most advanced user.

Mobile Device Support

Access may be via browsers or mobile devices. An iPad app is available on the Apple App Store. Blackberry support downloads from the included Cognos Mobile server.

Exhibit B
PRICE QUOTE
Valid until June 30, 2020

Prepared for:	Prepared by:
Brian Unruh Coordinator of Instructional Technology Cedar Falls Community School District 1002 West First Street Cedar Falls, Iowa 50613	Mark Mason DecisionEd Group 9901 Valley Ranch Parkway East, Suite 1060 Irving, TX 75063 P: (972) 591-6472 E: mark.mason@decisioned.com

Prepared on June 4, 2020

Proposed Product:

Part Number	Description	Price
DPMAD-BP1	K12 Performance Management – Administrator Phase 2	$93,900.00

Current Enrollment: Approximately 5,600

Pricing Terms: Net 30.

Support: One year starting from execution of Phase 2 agreement.

Pricing is for a nontransferable license granted in perpetuity and is subject to terms and conditions included in the DecisionEd Solution Agreement.   Completion of the order requires an executed DecisionEd Solution Agreement and Purchase Order. Price does not include local taxes.