

## **Panhandle Area Educational Consortium Skyward/ISCorp School District Agreement**

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**THIS AGREEMENT** is entered into by and between the School Board of Jackson County, 2903 Jefferson Street, Marianna, FL 32446 hereinafter called "Contractee", and the Panhandle Area Educational Consortium (PAEC), 753 West Boulevard, Chipley, Florida 32428 hereinafter called "Contractor".

**WHEREAS**, this Agreement involves PAEC project # 74817, entitled Gateway Finance, funded by the PAEC school districts as indicated herein, and

**WHEREAS**, this Agreement is intended to coincide and mirror the term and conditions of the PAEC Agreement with Skyward, Inc. and ISCorp. (**Attachment A**), which is attached hereto and incorporated herein by reference, and

**WHEREAS**, the term of this Agreement will initially commence on July 1, 2023 and will continue until June 30, 2026, unless extended due to an extension or addendum to the initial PAEC/Skyward/ISCorp Agreement referenced herein.

**DIRECTION:** The Executive Director of PAEC will direct the activities of the Agreement.

**PAYMENT(S) BY PAEC DISTRICTS:** The Contractee agrees to compensate Contractor for the amounts paid to Skyward, Inc. for the Skyward Annual License Fee, and to ISCorp for the ISCorp Hosting Fee, as set forth in **Attachment A**, which amounts may be amended and modified from time to time by agreement of the parties to this Agreement, or as required by amendments or extensions to **Attachment A**. The payment schedule is due upon receipt of invoices. The invoice should be signed by the Contractor, reference the PAEC contract number, as shown above, include appropriate supporting documentation, and should be forwarded to the Finance Office, PAEC, 753 West Boulevard, Chipley, FL 32428. The District acknowledges that maintenance and support from PAEC for Skyward Inc. are not included in this Agreement and is provided under a separate agreement between PAEC and the individual schools districts. In the event, a Participating District terminates their contract with PAEC Gateway Finance, PAEC is no longer obligated to provide the district services.

**SCREENING:** If applicable, verification of Level 2 screening, as stated in F.S. 1012.465, must be submitted to the PAEC Risk Management Department and approved before contract can be presented to the Washington County School Board for approval.

**SERVICES/CONDITIONS:** The services provided through this Agreement and the conditions required for performance, are as follows:

The Contractor, PAEC will:

1. Continue to contract with Skyward and ISCorp on behalf of school districts participating in this Agreement (currently, Calhoun, Franklin, Gadsden Gulf, Holmes, Jackson, Jefferson, Liberty, Madison, Nassau, Taylor, Wakulla, Walton, and Washington). The terms and conditions of the Agreement are amended to extend the term of the Agreement for an additional three (3) calendar years commencing July 1, 2023, and will coincide and mirror the term of the initial Agreement between PAEC and Skyward, Inc. and ISCorp.
2. All terms of the initial Agreement-entered into on May 9, 2018 and April 26, 2017 with Skyward Inc. and ISCorp, respectively, as well as any exhibits, schedules, or addendum(s) thereto not specifically modified by this Agreement, remain in full force and effect. **Attachment A** – Software Services License Agreement, and SaaS Hosting Services Agreement Addendum is the agreement between Skyward Inc., ISCorp and PAEC (on behalf of the participating school districts) as it relates to software and hosting services; as well as the amended license term, hosting environment and the minimum required security controls. The amounts for Skyward Inc., and ISCorp will fluctuate each calendar year as they are based on unweighted FTE and modules that are added or deleted.
3. These services were procured by PAEC through competitive procurement (ITN #17-10) approved by the PAEC Board of Directors on March 23, 2017 and the Washington County School Board, fiscal agent for PAEC, on April 10, 2017.

4. This Agreement will be in force and effect for the 3-year term (July 1, 2023 – June 30, 2026) unless a written notice of intent to withdraw (“Terminate”) from participation in the Agreement is provided by the participating district to the PAEC Executive Director at least six months prior to the new fiscal year (June 30<sup>th</sup>). This Agreement will automatically renew for the duration of the Agreement, unless terminated or by failure to pay the required fees as set forth herein when due. The fiscal year commences July 1 of each year of this Agreement. The amounts for Skyward Inc., and ISCorp will fluctuate each calendar year as they are based on unweighted FTE and modules that are added or deleted.

5. PAEC will prepare a separate annual Agreement, which will be referred to as “Resolution and Contract for District Participation” (“Resolution”), for services provided to the District by PAEC pursuant to the Initial Agreement. The District is required to pay a separate fee for PAEC services. The Resolution serves as the annual commitment to the services provided by PAEC and includes on a separate line item the current annual fees for Skyward Inc. and ISCorp based on FTE. In addition, the Resolution outlines PAEC’s services, as well as other terms and conditions between the district and PAEC.

6. The Contractee, School Board of Jackson County, agrees to remit payment in a timely manner.

7. This Agreement is subject to 2 CFR 200 Code of Federal Regulations.

8. No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this contract being included in such listings will deem the Contractor ineligible making this contract null and void, by 2 CFR Appendix II to Part 200, Section (H), "Debarment and Suspension."

9. The Contractor, as defined by the Attorney General Opinion No. 062-120, will perform all services and furnish all labor at the Payee/Contractor's risk assuming full responsibility for completion of services stipulated. The Contractor is the party providing the services; the Contractee is the party receiving the services and providing the payment for the services.

This Agreement is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Florida Statutes 287.058, 287.0582, 216.347 and 215.422:

287.058 –

(1) A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper preaudit and postaudit thereof.

b. A provision allowing unilateral cancellation by the agency for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1).

(2) The agency head and the Contractor prior to the rendering of any contractual service shall sign the written agreement.

287.0582 -

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

216.347 -

The terms of this agreement prohibit the expenditure of funds for the purpose of lobbying the Legislature or a state agency.

215.422 -

Agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at the agency's main office. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay.

Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency, may be contacted at the agency's main office.

1012.465-

(3) Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet Level 2 screening requirements as described in s. 1012.32, F.S. Contractual personnel shall include any

vendor, individual, or entity under contract with the school board.

This Contract is also subject to the Federal Code of Regulations CFR 200.326 provisions for procurement - Contract Administration described in CFR 200.326 Code of Federal Regulations not previously covered in the above references to Florida Statutes. These provisions are:

- a. All records supporting project activities and the expenditure of funds must be maintained for a minimum of three years after the final payments and all other pending matters are closed.
- b. Access will be allowed by the Contractee to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- c. The Contractor understands that Contractee will give the Contractor thirty (30) days to take corrective action should it be determined that there is a violation of the contract. If corrective action is not taken by the Contractor, funding will be withheld or revoked.
- d. For a contract in excess of \$10,000, the Contractor understands that modifications and/or revisions to the financial and/or program aspects of this contract may be required as a result of changes in funding. The Contractor understands and agrees that if either party desires to change, modify, or terminate this Agreement, the proposed changes shall be negotiated and shall be written documents executed by both parties.

**IN WITNESS WHEREFORE**, the parties have executed this AGREEMENT and signing, thereby validating this AGREEMENT, the parties also certify that each possesses legal authority to contractually bind their respective organizations in their capacity as a signatory official.

Contractee

Contractor

\_\_\_\_\_  
Tony W. Pumphrey, Chair  
School Board of Jackson County

\_\_\_\_\_  
Dr. Linda Cleveland, Board Chair  
School Board of Washington County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Steve Benton, Superintendent  
Jackson County Schools

\_\_\_\_\_  
Herbert J. Taylor, Superintendent  
Washington County School District

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
John T. Selover, Executive Director

Date: \_\_\_\_\_

WCSB Date: June 12, 2023

SOFTWARE SERVICES AND LICENSE  
AGREEMENT, and SaaS HOSTING SERVICES  
AGREEMENT ADDENDUM

Between:

**Skyward Inc. ("Skyward")**  
2601 Skyward Dr., Stevens Point, WI 54482;  
**Integrated Systems Corporation (ISCorp)**  
10325 N. Port Washington Rd., Mequon, WI 53902

And

**Panhandle Area Educational Consortium,**  
**("PAEC"),** on behalf of its fiscal agent the  
Washington County School District,  
753 West Boulevard, Chipley, Florida 32428

This SaaS Hosted Software License Agreement ("Amendment") is entered into by and between Skyward Inc. ("Skyward"), a Wisconsin corporation, with its principal offices located at 2601 Skyward Drive, Stevens Point, Wisconsin, 54482, Integrated Systems Corporation ("ISCorp"), and the Panhandle Area Educational Consortium ("PAEC"), through its fiscal agent the Washington County School District and the following school districts: Calhoun County School District, Franklin County School District, Gadsden County School District, Gulf County School District, Holmes County School District, Jackson County School District, Jefferson County School District, Liberty County School District, Nassau County School District, Taylor County School District, Wakulla County School District, Walton County School District, and Washington County School District, this 17<sup>th</sup> day of January 2024.

BACKGROUND

WHEREAS, Skyward, ISCorp and PAEC previously entered into a SaaS Hosted Software License Agreement ("the Agreement" Attachment A) May 9, 2017 and April 26, 2017, respectively;

WHEREAS, the initial term of said Agreement expires June 30, 2023 and Skyward, ISCorp, and PAEC wish to extend the term of the Agreement.

IT IS THEREFORE AGREED AS FOLLOWS:

OPERATIVE TERMS

1. License Term: Skyward, ISCorp, and Customer (PAEC and its districts participating in this agreement: Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Nassau, Taylor, Wakulla, Walton, and Washington) amend the terms and conditions of the Agreement to extend the term of the Agreement for an additional three (3) calendar years commencing July 1, 2023. The annual per student license fee (Skyward) and the monthly fee (ISCorp) for each of the three (3) calendar years of the extended term is shown in Attachment B.
2. Terms of Agreement:
- A. **Hosting Environment**:

- i. **SSAE18 Compliance:** All data center(s) utilized in the performance of this Agreement must be SSAE18 certified. Proof of SSAE18 compliance will be provided in writing to Licensee point of contact upon request. The SSAE18 SOC 2 Type 2 report can be provided via electronic email.
- ii. **Server Uptime:** ISCorp commits to provide 99.7% uptime for all servers, ISCorp has disaster recovery plan to put back the application online within maximum twenty-four (24) hours with no data loss.
- iii. **Response Time Standards:** The Response Time Standards expectation is defined as the percentage of time the Service respond to inquiries by District's end users. ISCorp will maintain the Service such that the District's users will have a Reponse Time within three (3) second between requests being received at the point of entry into ISCorp's System and the point of exit from ISCorp's System. The Minimum Threshold shall be a monthly response performance average not less than 98%. Response time excludes any user requests for reports, data aggregation (such as needs for Scheduling or any data intensive needs, other than day to day entry) or District-wide search processes.
- iv. **Disaster Recovery:** ISCorp can provide a warm standby data center to be used in the event of a disaster at ISCorp. In case of business cessation, Skyward has a policy with Iron Mountain that allows all paid customers to receive a copy of the source code of the products owned with no additional fee incurred for this feature.

#### **B. Minimum Required Security Controls:**

Minimum Required Security Controls: Skyward personnel do not have user accounts for supporting and troubleshooting the software.

- i. When Skyward needs access to the software for support purposes, Skyward will request from PAEC or Participating Districts authorized support contacts to activate a Skyward support account. The Skyward support account is valid only during the duration that the service request is open, and the Skyward support account has an expiration date that disables the account after the chosen date.
- ii. All PAEC and Participating District user access privileges should be appropriate and necessary for their business functions and process requirements as they relate to supporting and troubleshooting the software.
- iii. All PAEC and Participating District employees must have assigned user accounts that are separate and unique within each database. Employee user accounts cannot be shared.
- iv. For supporting and troubleshooting user account issues, all PAEC and Participating District Authorized Support will not ask or otherwise obtain employee's passwords, they will use the built-in Super User feature to impersonate employees.
- v. PAEC and Participating Districts must perform a minimum annual review of their staff user account and related privileges in the participating district systems.
- vi. Only PAEC and Participating Districts can approve Skyward to originate transactions or corrections to database records in the production systems.
- vii. PAEC and Participating Districts must configure their user accounts to meet password control requirements as they related to password length, change

interval, minimum age, reuse, complexity requirements, maximum sign-on attempts, and time-out as defined below. User Accounts can be configured to use a third-party external source (Secure LDAP or SAML), in which case the password control requirements are configured by PAEC or Participating Districts within the third-party platform.

- a. 8-character minimum length
  - b. Complexity requirements (combinations of letters, numbers, special characters)
  - c. 60-day password expiration
  - d. Password reuse restrictions, restricting from using the previous 6 passwords.
  - e. Password masking, a masked password only shows \*\*\*\*\* on the screen.
  - f. De-activate an account after an incorrect password attempt has been entered a set number of times, 5 invalid access attempts.
  - g. Users passwords in Skyward are not stored in clear text or using reversible encryption
- viii. Any database actions performed by PAEC, Participating Districts, or Skyward personnel should, if possible, be performed through built-in Database Administration or other Skyward authorized tools that provide logging. Actions performed by non-district employees should always be authorized by a district employee.

### **C. Minimum Scope and Limit of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (nonowned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Florida, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

*(Not required if consultant provides written verification it has no employees)*

4. **Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per incident/claim. Coverage shall be per policy language to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. **Cyber Liability coverage** in an amount of not less than \$2,000,000 to cover the damage to, alteration of, loss of, or destruction of electronic data of PAEC that will be in the care, custody, or control of Vendor.

Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to PAEC. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any broader coverage and/or higher limits shall not exceed the total amount of payments received by Skyward under the terms of the Skyward Software Services and License agreement during the 365 days preceding the cause of action.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be included as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

##### ***Primary Coverage***

For any claims related to this contract, the **Consultant's CGL insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

##### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity per policy terms.**

##### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

##### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

##### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

##### ***Verification of Coverage***

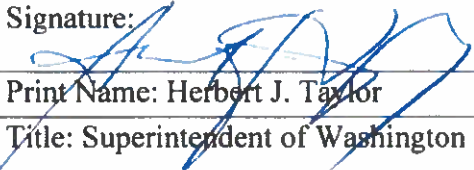


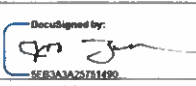
Consultant shall furnish the Entity with original Certificates of Insurance including all required

amendatory endorsements of the CGL policy .

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from subcontractors.

All other terms of the Agreement, any exhibits, schedules, or addendum(s) thereto not specifically modified by this License Addendum remain in full force and effect.

<b>ACCEPTED BY PAEC:</b>	<b>ACCEPTED BY SKYWARD and ISCorp:</b>
Signature: 	Signature: 
Print Name: Herbert J. Taylor	Print Name: Ray Ackerlund
Title: Superintendent of Washington County Schools	Title: Skyward President
Date:	Date: January 26, 2024
Signature: 	Signature: 
Print Name: John T. Selover	Print Name: Jeff Zillner
Title: Executive Director	Title: Chief Operations Officer
Date: 1/17/24	Date: February 2, 2024



## SOFTWARE SERVICES AND LICENSE AGREEMENT

This Software Services and License Agreement (this "Agreement") is made and entered into as of the 9 day of May, 2017 (the "Effective Date") by and between Skyward, Inc., a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 ("SKYWARD") and Panhandle Area Educational Consortium, a Florida non-profit educational service agency with offices at 753 West boulevard, Chipley, FL 32428 ("PAEC"). Skyward and PAEC may be referred to herein individually as a "party" and collectively as the "parties" to this Agreement.

WHEREAS, PAEC is a regional, non-profit, educational service agency established to provide cooperative services to its member districts consisting of K-12 and adult educations districts as defined by the Florida Department of Education and is governed by a Board of Directors consisting of the superintendents of the member districts;

WHEREAS, SKYWARD is engaged in the business of developing and licensing computer software for use in the management and operation of schools and educational service organizations and SKYWARD has provided PAEC with a proposal, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Software Proposal"), to provide PAEC and its member districts with the software services described therein; and

WHEREAS, after a selection process performed by PAEC in cooperation with the member districts, PAEC determined to conduct direct negotiations, as permitted within Florida Statute #6A-1.012(7), with SKYWARD with respect to the terms and conditions under which SKYWARD would provide the products and services described in Software Proposal and the parties have now reached an agreement and understanding, subject to the approval of the District School Board of Washington County as the fiscal agent for PAEC, as to the specific products and services to be provided by SKYWARD to PAEC and the terms and conditions on which such products and services shall be provided.

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

### 1.0 Grant of Limited License.

1.1 **Limited License for Member Districts.** Subject to the terms and conditions of this Agreement, SKYWARD hereby grants to PAEC an non-exclusive, non-transferable, terminable and limited right and license to provide access to the software, products, and modules identified in the Software Proposal (collectively the "Skyward Products"), together with all related instruction manuals and other materials associated therewith (the "Materials"), in a software as a service ("SaaS") format to PAEC's member districts identified in the Software Proposal (individually a "Member District" and collectively the "Member Districts") for their internal use solely through SKYWARD's authorized third party host and pursuant to that certain Hosting Services Agreement executed by PAEC simultaneously with the execution of this Agreement. Provided however, any grant of access to the Skyward Products to a Member District pursuant to this Agreement shall be subject to and conditioned upon said Member District entering into a SKYWARD approved end user license agreement agreeing to be bound by the terms and conditions of this Agreement.

**1.2 Limited License for PAEC.** SKYWARD hereby grants PAEC a nonexclusive, non-transferable, non-sublicensable, terminable and limited right and license to use the Skyward Products, solely through SKYWARD's authorized third party host and pursuant to that certain Hosting Services Agreement executed by PAEC simultaneously with the execution of this Agreement, for the exclusive purpose of providing its Member Districts with the support and other services to be performed by PAEC, as provided in this Agreement.

**1.3 Use Restrictions.** By accepting the rights granted by SKYWARD hereunder, PAEC agrees that it will not, without the prior express written consent of SKYWARD: (i) except as specifically authorized by SKYWARD in this Agreement, sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials to third parties; (ii) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (iii) modify or create derivative works of the Skyward Products or Materials; (iv) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of SKYWARD or its authorized third party host; or (v) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (a) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

**1.4 Third Party Products and Services.** Any information or proposals for third party products or services provided by SKYWARD to PAEC are for informational purposes only and it is the sole responsibility of PAEC to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. PAEC further acknowledges that any such information or proposals provided by SKYWARD were based on information provided by PAEC and that SKYWARD did not perform an independent technology analysis, unless requested by PAEC to do so. In the event SKYWARD provides any third party products or services to PAEC under the terms of this Agreement, PAEC agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

## **2.0 PAEC Obligations.**

**2.1 Grant of Access.** PAEC shall not grant access to the Skyward Products to any Member District until said Member District executes and delivers an end user license agreement agreeing to be bound by the terms and conditions of this Agreement that has been approved by SKYWARD in writing (an "EULA").

**2.2 Tier 1 Support Services.** PAEC shall provide Tier 1 Support directly to its Member Districts in a manner consistent with SKYWARD's then current standards, which may be modified or amended from time to time. SKYWARD agrees to provide PAEC with thirty (30) days prior written notice of any change to its standards for the Tier 1 Support and that any change to the standards for the Tier 1 Support that will result in an additional expense to PAEC or significantly expand the responsibilities of PAEC must be agreed to by PAEC in writing. "Tier 1 Support" is defined as all initial support calls from Member Districts. Examples of Tier 1 Support include, but are not limited to: (i) best practice scenarios; (ii) general troubleshooting; and (iii) basic error handling.

### **3.0 SKYWARD Obligations.**

**3.1 Training Services.** Skyward agrees to provide PAEC with the training services (the "Training Services") described in SKYWARD's proposal attached hereto as Exhibit B and incorporated herein by reference (the "Training Proposal").

**3.1.1 Classroom Training.** All classroom training described in the Training Proposal is calculated on the basis that up to four (4) people may attend each class. All classroom training will be provided at a PAEC office or via the Web as determined by Skyward, unless otherwise agreed to by Skyward. Additional classroom training sessions can be purchased by Licensee at Skyward's then current rates.

**3.1.2 On-Site Training.** The cost of all on-site training described in the Training Proposal is based on PAEC having training facilities available. Each on-site training day described in the Training Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Training Proposal. In the event the number of attendees exceeds the permitted number, then PAEC will be charged an additional \$200.00 for each additional attendee.

**3.1.3 Cancellation or Expiration.** Any scheduled classroom or on-site training days may be cancelled by PAEC up to twenty-four (24) hours in advance. If the scheduled classroom or on-site training day is cancelled by PAEC with less than twenty-four (24) hours advance notice to SKYWARD, then Licensee will be responsible for the full amount of the scheduled classroom or on-site training. All classroom and on-site training days described in the Training Proposal may be utilized by PAEC for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any classroom and on-site training days that are not utilized by PAEC within the time provided will expire and are non-refundable.

**3.2 Tier 2 Support Services.** PAEC shall provide Tier 2 Support directly to the Member Districts in a manner consistent with SKYWARD's then current standards, which may be modified or amended from time to time. Skyward will provide PAEC with Tier 2 Support when requested by PAEC, but Skyward will have no obligation to contact a Member District directly to provide Tier 2 Support, unless otherwise agreed to by Skyward. "Tier 2 Support" is generally defined as more difficult calls after Tier 1 Support solutions have been exhausted. Examples of Tier 2 Support include, but are not limited to: (i) when the Skyward Products not working as intended; (ii) database errors not already identified; (iii) basic error handling; (iv) data conversion assistance when mass data fixes and corrections are not working; (v) configuration consulting; and (vi) data import issues.

### **4.0 Fees and Payment.**

**4.1 Fees.** PAEC shall pay the annual license fees, subscription fees, service fees, and other reoccurring fees and amounts due in association with the Skyward Products as described in the Software Proposal (the "Annual Fees") during the Initial Term (as defined herein), in accordance with the terms and conditions contained in the Software Proposal. PAEC further agrees to pay the fees associated with the Training Services as described in the Training Proposal (the "Training Fees"). The Annual Fees and the Training Fees may be referred to herein collectively as the "Fees." In the event this Agreement is renewed as provided in Section 8.1 below, the Fees due SKYWARD in association with (i) the Skyward Products for such Renewal Term (as defined herein) and (ii) any Training Services agreed by SKYWARD and PAEC, shall be at SKYWARD's then current rates.

**4.2 Hosting Fees.** Unless otherwise agreed to by SKYWARD and PAEC, all fees due from PAEC and/or its Member Districts to SKYWARD's authorized application service provider (the "Host") in association with the services provided by the Host shall be paid directly to the Host as provided in that certain Hosting Services Agreement executed by PAEC simultaneously with the execution of this Agreement.

**4.3 Payment and Taxes.** Unless otherwise agreed to by SKYWARD, PAEC shall make payment of all Fees to SKYWARD within thirty (30) days following PAEC's receipt of invoice from SKYWARD. If any authority imposes a duty, tax, levy or fee, excluding those based on SKYWARD's net income, upon the Skyward Products, Materials, or the services to be provided herein, then PAEC agrees to pay the amount specified and PAEC is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

## **5.0 Warranty and Limitations.**

**5.1 Limited Warranty.** SKYWARD shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the security of the Software Products and minimize errors and interruptions in PAEC and its Member Districts' access and use of the Skyward Products, provided that: (a) PAEC and its Member Districts use the Skyward Products strictly in accordance with the user documentation furnished by SKYWARD; (b) PAEC and its Member Districts pay all amounts due under this Agreement and is not in default of any provisions of this Agreement; and (c) PAEC and its Member Districts make no changes (nor permits any changes to be made other than by or with the express written approval of SKYWARD) to the Software Products. This limited warranty extends only to PAEC and its Member Districts as the original licensees.

**5.2 Limitations.** In no event does SKYWARD warrant that the Skyward Products will be error free or that PAEC and its Member Districts will be able to operate the Skyward Products without problems or interruptions. PAEC acknowledges that the availability of the Skyward Products depends upon the availability of the Internet and the authorized third party Host that SKYWARD uses and that SKYWARD has no control over such availability. Accordingly, SKYWARD makes no representations, warranties, or covenants regarding the availability of the Skyward Products to the extent that such availability depends upon the availability of the Internet or any authorized third party Host that SKYWARD uses. PAEC further acknowledges that the Skyward Products may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or due to other causes beyond SKYWARD's reasonable control and SKYWARD will not be liable to PAEC or its Member Districts as a result of these temporary interruptions.

**5.3 Remedies and Exclusions.** PAEC and its Member Districts' sole and exclusive remedy and the entire liability of SKYWARD under this limited warranty will be for SKYWARD to make commercially reasonable efforts to provide the Skyward Products as warranted. If for any reason, SKYWARD is unable to provide the Skyward Products as warranted within thirty (30) days following PAEC or a Member District's report of a breach of this limited warranty, then upon PAEC's written request, Skyward will refund the Annual Fees paid by PAEC to SKYWARD for the then current fiscal year, pro-rated as of the date of the report of the breach, and PAEC and its Member Districts' license to use the Skyward Products will be terminated. Except for the limited warranty described herein, no other warranties, express or implied, are provided by SKYWARD. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**5.4 Limitation of Liability.** The liability of SKYWARD to PAEC and its Member Districts for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of the Fees received by SKYWARD under the terms of this Agreement during the 365 days preceding the cause of action. The parties acknowledge and agree that IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6.0 Insurance and Indemnification.**

**6.1 Insurance.** Both parties agree to maintain in effect at all times during the Term (as defined herein), at their sole expense, the following minimum insurance coverages:

**6.1.1 Workers' Compensation.** Workers compensation insurance covering their employees in accordance with applicable law.

**6.1.2 Commercial General Liability.** Commercial general liability insurance written on an occurrence form including coverage for bodily injury, property damage, and completed operations arising out of their performance of their obligations under this Agreement, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

**6.1.3 Professional Liability.** Professional liability/errors and omissions coverage insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. If coverage is written on a claims made basis, coverage with respect to any and all of the respective services that each party has agreed to perform in connection with this Agreement shall be maintained for a period of at least three (3) years after the termination of this Agreement.

Each party agrees to name the other party shall be designated as an additional insured on each of the above referenced policies.

**6.2 Indemnification.**

**6.2.1 Indemnification by PAEC.** PAEC will hold SKYWARD harmless against, and defend any claim, suit, or proceeding brought against SKYWARD insofar as such suit or proceeding is based upon: (i) a claim that this Agreement or PAEC's obligations hereunder constitutes a violation or infringement of any contract between PAEC and any other party; (ii) the release of PII (as defined herein) or other data or confidential information of a Member District to the extent directly caused by the negligence or willful misconduct of PAEC or its employees; or (iii) a claim by any Member District due to PAEC's breach of the terms of a EULA, this Agreement, or violation of any applicable law or failure to maintain any required license or certification. PAEC shall pay any damages or costs awarded to a third party in any suit, and shall pay all costs, disbursements and attorneys' fees incurred by SKYWARD in defending such suit and/or enforcing the obligations imposed upon PAEC by this section.

**6.2.2 Indemnification by SKYWARD.** SKYWARD will defend any claim, suit, or proceeding brought against SKYWARD and/or PAEC insofar as such suit or proceeding shall be based upon (i) a claim that the use of the Skyward Products by one or more of the Member Districts violates any United States patent, United States copyright or trade secret right protected under the laws of any state

within the United States; or (ii) the release of PII or other data or confidential information of a Member District to the extent directly caused by the negligence or willful misconduct of SKYWARD or its employees. To qualify for such defense and payment, PAEC must give SKYWARD prompt written notice of such claim and allow SKYWARD to control or institute all defenses to such claims, including settlement of all such claims, in litigation or otherwise, so long as no such settlement adversely affects PAEC's ability to exercise the rights granted in this Agreement, unless PAEC consents. Skyward shall pay any damages or costs awarded against PAEC (or payable by PAEC pursuant to a settlement agreement) in connection with such suit or proceeding.

## **7.0 Confidential Information and Intellectual Property.**

### **7.1 Member District Records.**

**7.1.1 Confidentiality of All Data.** All personally identifiable information and data relating to the Member Districts' students and/or employees used by the Member Districts in conjunction with the Skyward Products shall at all times be treated as confidential by SKYWARD and PAEC and will not be copied, used or disclosed by SKYWARD and PAEC for any purpose. SKYWARD and PAEC recognize that personally identifiable information is protected against disclosure by federal and state statutes and regulations and SKYWARD and PAEC agree to comply with said restrictions.

**7.1.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that the parties may have access to education records of the Member Districts only as an incident of the respective services that SKYWARD and PAEC are required to provide to the Member Districts pursuant to the terms of this Agreement. In the event SKYWARD or PAEC has access to any Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law), then SKYWARD and PAEC shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by the Member Districts' policies and procedures. SKYWARD and PAEC acknowledge that PII is the confidential information of the Member Districts and SKYWARD and PAEC shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. SKYWARD and PAEC agree to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agree to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of this Agreement, SKYWARD and PAEC shall not use or further disclose PII. Upon the expiration or termination of this Agreement, SKYWARD and PAEC agree to promptly return to the respective Member Districts any and all PII in their possession.

**7.1.3 Health Insurance Portability and Accountability Act.** The parties further acknowledge that their respective performance of the services required of each of them may necessarily involve the incidental receipt of data by each party that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, SKYWARD, PAEC, and the Member Districts may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

### **7.2 Intellectual Property.**

**7.2.1 SKYWARD Intellectual Property.** PAEC acknowledges and agrees that the Skyward Products developed by SKYWARD, including the specific design and structure of individual programs, input formats, and source code and the products, services and materials associated therewith, all constitute trade secrets, confidential and proprietary information, and copyrighted material of

SKYWARD (the "Intellectual Property"). PAEC further acknowledges and agrees that this Agreement does not affect any transfer of title in the Intellectual Property to PAEC or its Member Districts and that SKYWARD is the sole owner of said Intellectual Property. PAEC shall implement reasonable security measures to protect such Intellectual Property.

**7.2.2 Works Made For Hire.** All of the Tier I Support to be performed by PAEC hereunder shall be deemed works-made-for-hire for the benefit of SKYWARD. SKYWARD shall be deemed the sole and exclusive owner of all intellectual property, specifications, and any other products or information designed and/or produced either solely by PAEC or in conjunction with SKYWARD in association with the Skyward Products or PAEC's performance of its obligations under this Agreement, including but not limited to all patent, copyright, and other intellectual property rights associated therewith. PAEC shall execute such truthful acknowledgments, affidavits, or other documentation reasonably required by SKYWARD, during the Term, and for a reasonable period after the termination of this Agreement, to assist in proving SKYWARD's ownership of such intellectual property. SKYWARD shall have an irrevocable and permanent royalty free license to use any intellectual property of PAEC incorporated into the intellectual property, specifications, and any other products or information systems designed and/or produced under the terms of this Addendum, in any manner deemed necessary by SKYWARD in its sole discretion. SKYWARD's intellectual property rights created by this Agreement, including all patents, trade secrets, copyrights and licenses, are fully transferable by SKYWARD and all sales proceeds, license fees, royalties, and other profits received by Skyward related to the any such intellectual property or other products or information systems designed and/or produced under the terms of this Agreement shall be the sole and exclusive property of SKYWARD.

## **8.0 Term and Termination.**

**8.1 Term.** The term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2020, unless terminated earlier as provided herein (the "Initial Term"). This Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term") following the expiration of the Initial Term or a Renewal Term (as the case may be), unless terminated as provided herein. All references to the "Term" of this Agreement shall include the Initial Term and any Renewal Term.

**8.2 Termination by Either Party.** Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with written notice at least ninety (90) days prior to the end of the Initial Term or any Renewal Term (as the case may be).

**8.3 Termination by SKYWARD.** Except as provided in Section 8.5 below, in the event (i) PAEC or any of its Member Districts fails to make any payment to SKYWARD when due; or (ii) PAEC otherwise fails or refuses to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after PAEC and/or the Member District receives notice of such default, then PAEC shall be deemed to be in default under the terms of this Agreement and Skyward may terminate this Agreement immediately and without further notice.

**8.4 Termination by PAEC.** In the event SKYWARD fails or refuses to perform its obligations under this Agreement and such default is not cured within thirty (30) days after SKYWARD receives notice of such default, then SKYWARD shall be deemed to be in default under the terms of this Agreement and PACE may terminate this Agreement immediately and without further notice.

**(a) Non-appropriations.** Notwithstanding any other provision of this agreement, if funds for the continued fulfillment of this agreement by PAEC are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then PAEC will have the right to terminate

this agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. PAEC will provide at least thirty (30) days advance written notice of such termination. PAEC will use reasonable efforts to ensure appropriated funds are available

**8.5 Injunctive Relief.** Notwithstanding Section 8.3 above, in the event PAEC or one of its Member Districts breaches or commits a violation of Section 1.2 or 7.2 above, then SKYWARD will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining PAEC and its Member Districts from any further use of the Skyward Products and/or use or disclosure of the Intellectual Property and requiring that all copies thereof be immediately returned to SKYWARD. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit SKYWARD's rights to pursue any other remedy or relief available under this Agreement or otherwise available. PAEC further agrees that SKYWARD's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by SKYWARD.

**8.6 Effect of Termination.** In the event of the termination of this Agreement for any reason, all of PAEC and its Member Districts' rights and privileges under this Agreement, including but not limited to the right to use the Skyward Products and Materials shall be immediately terminated. PAEC and its Member Districts shall immediately return to SKYWARD all Intellectual Property in their possession, regardless of the form.

#### **9.0 Relationship of Parties and Assignment.**

**9.1 Relationship of Parties.** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, employer/employee, agency or any other type of relationship. Nothing in this Agreement or otherwise shall be construed as constituting an appointment of either party as agent, legal representative, joint venturer, partner, or employee of the other party for any purpose whatsoever. Neither party is authorized to transact business, incur obligations, or assign or create any obligation of any kind, express or implied, on behalf of the other party, or bind it in any way whatsoever, or to make any contract, promise, warranty or representation on the other party's behalf with respect to any matter.

**9.2 Assignment.** Neither party may assign its rights under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Provided however, the purchase of all or substantially all of the capital stock or assets of a party by a third party, or the merger of a party into another entity shall not be deemed an assignment for the purposes of this Agreement.

#### **10.0 Interpretation and Construction.**

**10.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Florida, without regard to any rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. Section headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto.

**10.2 Notices.** Any notice provided for or permitted under this Agreement shall be treated as having been given when (i) delivered personally, (ii) sent by commercial overnight courier with written verification of receipt; or (iii) mailed postage prepared by certified or registered mail, return receipt



requested, to the party to be notified, at the address set forth in the introductory paragraph of this Agreement, or such other place of which the other party has been notified in writing.


**10.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**10.4 Remedies and Waiver.** All remedies conferred upon the parties by this Agreement shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law. The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as waiver of any subsequent breach by either party.

**10.5 Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.


The undersigned have agreed to the terms and conditions of this Agreement as of the Effective Date.

**SKYWARD, INC.**

DocuSigned by:  
  
By: AE29DCCM0R04G1  
Kevin B. McFerrin  
Chief Business Development Officer

**PANHANDLE AREA EDUCATIONAL CONSORTIUM**

By:   
Name: Herbert J. Taylor

  
By: \_\_\_\_\_  
Name: John Selover  
Title: Executive Director

Title: Superintendent  
Washington County School Board

Attest:  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SaaS HOSTING SERVICES AGREEMENT

This SaaS Hosting Services Agreement (this "Agreement") is made and entered into by and between Skyward, Inc., a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 ("Skyward"), Panhandle Area Educational Consortium, a Florida non-profit educational service agency with offices at 753 West boulevard, Chipley, FL 32428 ("Subscriber"), and Integrated Systems Corporation, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 ("Host"). Skyward, Subscriber and Host may be collectively referred to herein as the "parties" or individually as a "party."

### RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the "Skyward Software"). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the "Skyward Products."

B. Skyward and Subscriber have entered into that certain Software Service and License Agreement (the "SaaS Agreement") whereby Skyward granted Subscriber the right to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Subscriber entering into this Agreement to provide for the terms and conditions of Subscriber's access and use of the Skyward Products through Skyward's authorized third party host.

C. Host is an application service provider who is in the business of providing services for server and application hosting, management, and operations and Skyward has granted Host a license to host the Skyward Products.

### TERMS AND CONDITIONS

#### 1.0 Hosting Services.

**1.1 Description of Hosting Services.** Host shall provide Subscriber and its Member Districts (as defined in the SaaS Agreement) with remote access to a digital information processing, transmission and storage system on one or more servers located at Host's facilities that will enable Subscriber and its Member Districts to access the Skyward Products over the Internet. Subject to Subscriber and its Member Districts' compliance with the SaaS Agreement and this Agreement, Host will support the Skyward Products through implementation of Skyward-provided or authorized modifications, patches, updates, upgrades and new releases or versions of the Skyward Products. Host will use commercially reasonable efforts to back up the information on its servers and to store the information in a reasonably secure environment and shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. The services to be provided by Host to Subscriber and its Member Districts, as described in this Section 1.1, shall be collectively referred to as the "Hosting Services."

**1.2 Use of Hosting Services.** Subscriber and its Member Districts may access and use the Hosting Services only to the extent of authorizations acquired by Subscriber from Skyward or Host. Subscriber is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Subscriber and its Member Districts' account credentials. Subscriber acknowledges and agrees that its use of the Hosted Services is subject to Subscriber and its Member Districts' compliance with the terms and conditions of the SaaS Agreement, this Agreement, and any prohibited use policies of Host. Subscriber and its Member Districts may not use the Hosting Services to providing hosting or timesharing services to any third party or to provide any third party with access to the Skyward Products.

**1.3 Obligations of Subscriber.** Subscriber is solely responsible for information, data, and content of Subscriber placed on Host's servers by Subscriber or Subscriber's Member Districts. Unless caused by their negligence or willful misconduct, Skyward and Host shall not be liable to Subscriber or its Member Districts for loss of its information, data, and content placed on Host's servers as a result of the Hosting

Services, but Host shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any such information that has been lost. Subscriber warrants and represents that information, data, and content placed on Host's servers as a result of the Hosting Services: (a) is not offensive, defamatory, or obscene; (b) is not racially, ethnically or otherwise objectionable; (c) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (d) does not violate any other applicable law. Host reserves the right to delete any material installed or inputted on Host's server or to disconnect a server which contains material which Host believes in good faith breaches any of these warranties. A breach of any of the foregoing warranties by Subscriber or Subscriber's Member Districts shall constitute an event of default under the terms of this Agreement and may result in the termination of this Agreement pursuant to Section 6.0 below.

**2.0 Fees and Payment.** Subscriber shall pay the Annual Fees (as defined in the SaaS Agreement) and other reoccurring fees and amounts due in association with the Hosting Services (collectively the "Fees"), during the term of this Agreement. Subscriber shall make payment of the Fees when due as provided in the Proposal or within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If any authority imposes a duty, tax, levy or fee (excluding those based on Host's net income) upon the Hosting Services, then Subscriber agrees to pay the amount specified.

### **3.0 Reservation of Title.**

**3.1 Host Property.** All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by Host as part of the Hosting Services shall remain the property of Host. Host will retain title to all rights in all intellectual property provided by Host under the terms of this Agreement, including but not limited to, any know-how, customizations, practices, and other technologies related to the Hosting Services.

**3.2 Skyward Property.** Subscriber and Host each acknowledge and agree that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber and Host further acknowledge and agree that this Agreement does not affect any transfer of title in the Skyward Products and that the Skyward Products shall remain the sole and exclusive property of Skyward or Skyward's licensor.

### **4.0 Subscriber Data.**

**4.1 Confidentiality of All Data.** All personally identifiable information and data relating to Subscriber's Member Districts' students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Host and will not be copied, used or disclosed by Host for any purpose. Host recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Host agrees to comply with said restrictions.

**4.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that Host may receive education records from Subscriber or its Member Districts only as an incident of the Hosting Services. In the event Subscriber or its Member Districts provide Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Host, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's Member District's policies and procedures. Host acknowledges that PII is the confidential information of Subscriber and its Member Districts and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Host agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under this Agreement, Host shall not use or further disclose PII. Upon the expiration or

termination of this Agreement, Host agrees to promptly return to Subscriber and its Member Districts any and all PII in Host's possession.

**4.3 Health Insurance Portability and Accountability Act.** The parties acknowledge that Host may receive data that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Host and Subscriber or its Member Districts may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

**4.4 Indemnification.** Host shall, at its sole cost and expense, defend and hold harmless Subscriber, its Member Districts, and Skyward from and against any and all claims, actions, and liabilities brought by any third party against Subscriber, its Member Districts, or Skyward as a result of the release of PII or other confidential information of Subscriber, its Member Districts, or Skyward to the extent directly caused by the negligence or willful misconduct of Host or its employees. Provided however, to qualify for such defense, Subscriber, its Member Districts and Skyward must give Host prompt written notice of such claim and allow Host to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

**4.5 Open Database Connection.** If requested by Subscriber or its Member Districts and agreed to by Skyward, Skyward may utilize the Hosting Services to establish an open database connection ("ODBC") between Skyward's database and the database of Subscriber or its Member Districts. In the event such an ODBC is established by Skyward, Subscriber will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Subscriber or its Member Districts will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber or its Member Districts' insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Subscriber or its Member Districts' data, (d) Subscriber agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber or its Member Districts' failure to properly save or back up all data and information inputted by Subscriber or its Member Districts through the ODBC.

## **5.0 Security and Limited Warranty.**

**5.1 Server Security.** Subscriber acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access to Host's servers. Host shall use commercially reasonable efforts and processes to secure its servers from access by unauthorized individuals, test its servers for viruses at reasonable intervals and maintain back-up copies of all content. Accordingly, so long as Host uses the commercially reasonable efforts set forth above, Host shall not be liable for any damage to the Subscriber or its Member Districts arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Host shall maintain complete and accurate records of these security measures and produce such records to client for purposes of audit upon reasonable prior notice during normal business hours. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Subscriber or its Member Districts or their respective employees or agents. Subscriber agrees that its (and its Member Districts') use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Subscriber acknowledges that Skyward is not responsible for the security of Host's servers and will not be responsible to maintain any back-up copies of the content on Host's servers. Notwithstanding anything in this Agreement to the contrary, Skyward and Host shall not be liable for any damages to Subscriber or its Member Districts caused by



unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Skyward or Host. Subscriber and its Member Districts assume all risk related to the processing of transactions related to electronic commerce.

**5.2 Limited Warranty.** Host warrants that the Hosting Services will be available 99.5% of the time during Operational Hours (as defined herein), except for service interruptions for routine maintenance and backups. For the purposes of this Agreement, "Operational Hours" are 7 days per week, 24 hours per day and 365 days per year. Regular maintenance and service activities are scheduled outside of Normal User Hours (as defined herein). For the purposes of this Agreement, the "Normal User Hours" are Monday through Friday from 7 A.M. to 5 P.M. central standard time excluding the following ISCorp observed holidays: New Years' Day, Martin Luther King, Jr. Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event there is an interruption in the Hosting Services during Normal User Hours, Host will respond in 30 minutes or less of being notified of such an interruption in the Hosting Services. Host will use its best efforts to respond to any interruptions in the Hosting Services outside of Normal User Hours. Except as specifically set forth in this Agreement, Host makes no warranties of any kind with respect to the Hosting Services or products provided under this Agreement. Except as specifically set forth in this Agreement, Host **DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5.3 Subscriber's Remedies.** In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Subscriber and its Member Districts' sole and exclusive remedy shall be: (a) in the case of Hosting Services, refund or credit, at Subscriber's election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to Host for refund, at the option of Host. A credit for an interruption in the Hosting Services during the Normal User Hours will be issued only for periods, calculated in 15 minute increments, in excess of the 99.5% scheduled available up-time within a calendar month. A credit for an interruption in the Hosting Services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. An interruption in the Hosting Services is deemed to have occurred only if the Hosting Services have stopped or been severely impacted that they are unusable by Subscriber or its Member Districts as a result of failure of Host facilities, equipment, or personnel used to provide the Hosting Services, and only where the interruption in the Hosting Services is not the result of: (i) negligence or other conduct of Subscriber or its Member Districts, or their employees or agents, including a failure or malfunction resulting from applications or services provided by Subscriber or its Member Districts; (ii) failure or malfunction of any equipment or services not provided by Host; (iii) circumstances beyond the control of Host; or (iv) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Subscriber or its Member Districts. All claims for a credit must be submitted to Host in writing within 60 days of the date of such interruption in the Hosting Services.

**5.4 Limitation of Liability.** The liability of Skyward and Host to Subscriber and its Member Districts for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber or the Member District to Host with respect to the Hosting Services during the 365 days preceding the cause of action. **IN NO EVENT WILL SKYWARD OR HOST BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF SKYWARD OR HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Skyward and Host shall not be held liable for any claims or demands brought against Subscriber or its Member Districts by any other party unless Subscriber or its Member District has properly notified Skyward and Host as to such damages, claims, or demands, and Subscriber or its Member District has taken action to minimize such damages, claims, or demands.

**6.0 Term and Termination.** The term of this Agreement shall run concurrent with the term of the SaaS Agreement. In the event the SaaS Agreement is terminated for any reason, this Agreement shall automatically terminate as of the date of such termination without further notice. In addition to the foregoing, any party may terminate this Agreement in the event another party fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such failure. In the event of the termination of this Agreement for any reason, all of Subscriber and its Member Districts' rights and privileges under this Agreement, including but not limited to Subscriber and its Member Districts' rights to access and use the Hosting Services shall be immediately terminated.

**7.0 Interpretation and Construction.**

**7.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

**7.2 Assignment.** No party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward or Host's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

**7.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**7.4 Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

**7.5 Force Majeure.** Except for the obligation to make payments, the parties will not be liable for any failure or delay in their performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

**7.6 Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the

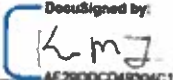
address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

7.7 Survival. Any provisions of this Agreement, including but not limited to Section 3.0, 5.4, this Section 7.7, which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

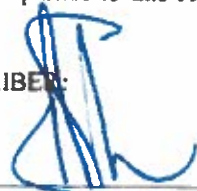
7.8 Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of the parties to this Agreement, do hereby agree to the terms and conditions of this Agreement.

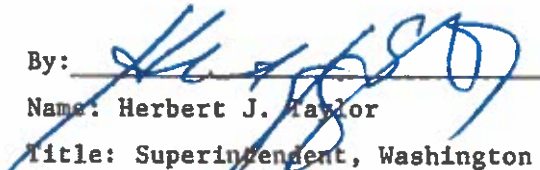
SKYWARD, INC.

DocuSigned by:  
By:   
Name: Kevin B. McFerrin  
Title: Chief Business Development Officer  
Date: April 26, 2017


SUBSCRIBER:

By:   
Name: John Selover  
Title: Executive Director  
Date: \_\_\_\_\_

SUBSCRIBER:

By:   
Name: Herbert J. Taylor  
Title: Superintendent, Washington  
County School Board  
Date: \_\_\_\_\_

HOST:

DocuSigned by:  
By:   
Name: Jeff Zillner  
Title: Senior VP Business Development  
Date: April 26, 2017

**AMENDMENT  
TO  
SAAS HOSTED SOFTWARE LICENSE AGREEMENT**

This Amendment to SaaS Hosted Software License Agreement ("Amendment") is made and entered into effective the 1st day of July, 2023 (the "Effective Date"), by and between Skyward, Inc., a Wisconsin corporation, with its principal offices located at 2601 Skyward Drive, Stevens Point, Wisconsin, 54482, ("Skyward") and PANHANDLE AREA EDUCATIONAL CONSORTIUM, a FL K-12 consortium ("Customer") and Member Districts: Calhoun County School District, Franklin County School District, Gadsden County School District, Gulf County School District, Holmes County School District, Jackson County School District, Jefferson County School District, Liberty County School District, Nassau County School District, Taylor County School District, Wakulla County School District, Walton County School District, Washington County School District

WHEREAS, Skyward and Customer previously entered into a SaaS Hosted Software License Agreement (the "Agreement"); and

WHEREAS, the initial term of said Agreement expires on June 30, 2023, and Skyward and Customer wish to extend the term of the Agreement for an additional three (3) years.

NOW, THEREFORE, Skyward, ISCorp and Customer hereby amend the terms and conditions of the Agreement to extend the term of the Agreement for an additional three (3) calendar years commencing immediately following the expiration of the initial term. The annual per student license fee for each of the three (3) calendar years of the extended term shall be as follows:

District	Product	FY 2024 - FY 2026 (July 1, 2023 through June 30, 2026)
CALHOUN COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
CALHOUN COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
CALHOUN COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
CALHOUN COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
FRANKLIN COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
FRANKLIN COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
FRANKLIN COUNTY SCHOOL DISTRICT	Business - School Based Accounting	\$0.54 / Student
FRANKLIN COUNTY SCHOOL DISTRICT	FastTrack	\$0.54 / Student
FRANKLIN COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
FRANKLIN COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
FRANKLIN COUNTY SCHOOL DISTRICT	True Time	\$0.81 / Student



GADSDEN COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
GADSDEN COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
GADSDEN COUNTY SCHOOL DISTRICT	Business - School Based Accounting	\$0.54 / Student
GADSDEN COUNTY SCHOOL DISTRICT	FastTrack	\$0.54 / Student
GADSDEN COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
GADSDEN COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
GADSDEN COUNTY SCHOOL DISTRICT	Time Card Import Interface	\$0.27 / Student
GADSDEN COUNTY SCHOOL DISTRICT	True Time	\$0.78 / Student
GULF COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
GULF COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
GULF COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
GULF COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
HOLMES COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
HOLMES COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
HOLMES COUNTY SCHOOL DISTRICT	FastTrack	\$0.54 / Student
HOLMES COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
HOLMES COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
JACKSON COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
JACKSON COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
JACKSON COUNTY SCHOOL DISTRICT	FastTrack	\$0.54 / Student
JACKSON COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
JACKSON COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
JEFFERSON COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
JEFFERSON COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
JEFFERSON COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
JEFFERSON COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
JEFFERSON COUNTY SCHOOL DISTRICT	True Time	\$0.75 / Student

LIBERTY COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
LIBERTY COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
LIBERTY COUNTY SCHOOL DISTRICT	FastTrack	\$0.54 / Student
LIBERTY COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
LIBERTY COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
NASSAU COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
NASSAU COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
NASSAU COUNTY SCHOOL DISTRICT	Business - School Based Accounting	\$0.52 / Student
NASSAU COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
NASSAU COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
TAYLOR COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
TAYLOR COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
TAYLOR COUNTY SCHOOL DISTRICT	Business - School Based Accounting	\$0.54 / Student
TAYLOR COUNTY SCHOOL DISTRICT	FastTrack	\$0.54 / Student
TAYLOR COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
TAYLOR COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
WAKULLA COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
WAKULLA COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
WAKULLA COUNTY SCHOOL DISTRICT	Business - School Based Accounting	\$0.54 / Student
WAKULLA COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
WAKULLA COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student
WAKULLA COUNTY SCHOOL DISTRICT	Time Card Import Interface	\$0.27 / Student
WALTON COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
WALTON COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
WALTON COUNTY SCHOOL DISTRICT	Business - School Based Accounting	\$0.54 / Student
WALTON COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
WALTON COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student

WASHINGTON COUNTY SCHOOL DISTRICT	Business Suite-Core Modules	\$4.31 / Student
WASHINGTON COUNTY SCHOOL DISTRICT	Support - Business Suite	\$0.54 / Student
WASHINGTON COUNTY SCHOOL DISTRICT	FastTrack	\$0.54 / Student
WASHINGTON COUNTY SCHOOL DISTRICT	Fixed Assets	\$0.54 / Student
WASHINGTON COUNTY SCHOOL DISTRICT	Professional Development Center - Business	\$0.17 / Student

*All rates presented are per student unless indicated as yearly.*

Skyward, ISCorp and Customer hereby ratify and approve of the remaining terms and conditions of the Agreement as amended by this Amendment, and the Agreement shall continue in full force and effect, as amended by this Amendment.

Customer acknowledges commitment for the entire three (3) year term referenced above. In the event Customer voluntarily terminates the Agreement prior to the expiration of the above referenced three (3) year term, then Customer shall be responsible for the remaining license fees due to Skyward pursuant to this Amendment. Provided, however, the foregoing shall not apply in the event the Agreement is terminated by Customer as a result of a default by Skyward.



Integrated Systems Corporation  
10325 N Port Washington Road  
Mequon, WI 53092  
(262) 240-7777  
[www.iscorp.com](http://www.iscorp.com)

ISCorp Fee: Contract term July 1, 2023 through June 30, 2026

ISCorp charges a single monthly fee to PAEC in the amount of \$7,048.89. ISCorp is currently hosting the following PAEC Member Districts:

- Calhoun Co FL*
- Franklin Co FL*
- Gadsden Co FL*
- Gulf Co FL*
- Holmes Co FL*
- Jackson Co FL*
- Jefferson Co FL*
- Liberty Co FL*
- Nassau Co FL*
- Taylor Co FL*
- Wakulla Co FL*
- Walton Co FL*
- Washington Co*