

Quote #:  
Expires On:

Q-06736-1  
6/30/2018

**IO Education**

*Improving Educational Outcomes*

1380 Peachtree Industrial Blvd, Suite 200 Suwanee, GA 30024 US  
Phone: (866) 817-0726 Fax: (229) 389-2785  
Email: info@ioeducation.com

**Ship To**

Charles Tippie  
Perris Union High School District  
155 E 4TH St  
Perris, CA 92570-2124  
(909)943-6369  
charles.tippie@puhsd.org

**Bill To**

Perris Union High School District  
155 East Fourth St  
Perris, CA 92570

CONSULTANT	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Roxana McInerny	x	rmcinerny@ioeducation.com		Net 30

Year 1: 7/1/18-6/30/19

QTY	Code	PRODUCT NAME	UNIT PRICE	NET PRICE	EXTENDED
10,385.00	IO House	IO Assessment: Annual License & House Item Bank	\$6.00	\$5.10	\$52,963.50
10,385.00	112	IO Assessment: Measured Progress Item Bank	\$2.45	\$2.45	\$25,443.25
<b>Year 1: 7/1/18-6/30/19 DISCOUNT:</b>					\$9,346.50
<b>Year 1: 7/1/18-6/30/19 TOTAL:</b>					\$78,406.75

Year 2: 7/1/19-6/30/20

QTY	Code	PRODUCT NAME	UNIT PRICE	NET PRICE	EXTENDED
10,385.00	IO House	IO Assessment: Annual License & House Item Bank	\$6.00	\$5.10	\$52,963.50
10,385.00	112	IO Assessment: Measured Progress Item Bank	\$2.45	\$2.45	\$25,443.25
<b>Year 2: 7/1/19-6/30/20 DISCOUNT:</b>					\$9,346.50
<b>Year 2: 7/1/19-6/30/20 TOTAL:</b>					\$78,406.75

Year 3: 7/1/20-6/30/21

QTY	Code	PRODUCT NAME	UNIT PRICE	NET PRICE	EXTENDED
10,385.00	IO House	IO Assessment: Annual License & House Item Bank	\$6.00	\$5.10	\$52,963.50

QTY	Code	PRODUCT NAME	UNIT PRICE	NET PRICE	EXTENDED
10,385.00	112	IO Assessment: Measured Progress Item Bank	\$2.45	\$2.45	\$25,443.25
<b>Year 3: 7/1/20-6/30/21 DISCOUNT:</b>					\$9,346.50
<b>Year 3: 7/1/20-6/30/21 TOTAL:</b>					\$78,406.75
<b>TOTAL:</b>					\$235,220.25

ADA will be updated yearly, before the start of each school year.

Pricing for 3rd party House Item Bank is subject to change

**Terms & Conditions**

This order is entered into pursuant to that certain IO Education Master Services Agreement as dated by and between IO Education, LLC and the Client listed above (the "MSA"). The products and services described above are provided pursuant to the terms of the Agreement (as defined in the MSA), which includes, without limitation, the General Terms, and subsequent Terms of Service currently available at <https://ioeducation.com/terms-of-use/>.

**Signature:** \_\_\_\_\_ **Effective Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

Please sign electronically or sign/scan/email to Roxana McInerny at [rmcinerny@ioeducation.com](mailto:rmcinerny@ioeducation.com).

THANK YOU FOR YOUR BUSINESS!

**IO EDUCATION MASTER SERVICES AGREEMENT**

This IO Education Master Services Agreement (“MSA”) is entered into as of the Effective Date set forth below between IO Education LLC, a Delaware limited liability company (“IO”), with offices at 1380 Peachtree Industrial Blvd., Suite 200, Suwanee, GA 30024 (“IO”), and the following client (“Client”):

<b>Client Name</b> Perris Union High School District	<b>Effective Date</b> 7/1/18-6/30/21	<b>IO Account Manager</b> Roxana McInerny
<b>Client Address</b> 155 East Fourth St Perris, CA 92570	<b>Client Representative Name:</b> Charles Tippie  <b>Telephone:</b> (909) 943-6369  <b>Email:</b> charles.tippie@puhsd.org	

This Agreement states the terms and conditions by which IO will make the products or services identified in Client’s Order(s) (each specific product or service, a “Service”) available to Client for the Services Term set out in the applicable Order, solely for use with respect to schools within Client’s district or similar organization (or with respect to Client, if Client is itself a school). References to this “Agreement” includes: (i) this MSA, which incorporated by reference those General Terms in effect as of the Effective Date, set forth at <https://ioeducation.com/terms-of-service/>, or such other URL as specified by IO from time to time; (ii) each Client order signed on behalf of Client (either electronically or manually) (each, an “Order”); (iii) the Terms of Service applicable to the particular Services ordered by Client and in effect as of the date of such Order, also set forth at <https://ioeducation.com/terms-of-service/>, or such other URL as specified by IO from time to time (the “Terms of Service”), (iv) IO’s platform privacy policy in effect as of the Effective Date, set forth at <https://ioeducation.com/terms-of-service/>, or such other URL as specified by IO from time to time (the “Privacy Policy”); and (v) any addenda or other amendment to this MSA that may be executed by the parties (either electronically or manually) (each, an “Addendum”), all of which are incorporated by this reference herein.

This Agreement constitutes the entire understanding between Client and IO and is the final and entire expression of their agreement. This Agreement supersedes any and all prior written or oral discussions, proposals, RFPs, emails or other communications, and the parties expressly disclaim any reliance on any of the foregoing. Under no circumstances will the terms, conditions or provisions of any purchase order or other administrative document issued by Client modify, alter or expand the rights, duties or obligations of the parties, regardless of any failure of IO to separately object to such terms, provisions, or conditions. Each of the Privacy Policy, each Order and the related Terms of Service includes terms that are in addition to, and not in lieu of, the terms in this MSA. In the event of any conflict between or terms of documents relating to a Service, the following order of priority will govern, except where the specific terms of a document provide otherwise: (i) any Addendum, (ii) the applicable Order; (iii) the applicable Terms of Service; (iv) the Privacy Policy; and (v) this MSA.

This MSA and any Orders may be executed in counterparts, may be executed using electronic signatures, and may be delivered by electronic means. If so executed and/or delivered, the Agreement will be equally binding as an original copy of this Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS MSA AND ALL INCORPORATED DOCUMENTS LISTED ABOVE, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. THE PERSON SIGNING BELOW FOR CLIENT REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED HEREIN.

If Applicable:

The following terms and conditions apply to the Key Data Systems’ (“KDS”) INSPECT item bank (referred to herein as the “Item Bank”; and individual items, materials associated with the items such as reading passages and graphics and scoring materials from the Item Bank as “Items”) provided to Client the “House Bank” included with the IO Assessment product licensed hereunder.

**License Grant.** Client is hereby granted a limited, non-exclusive, non-transferable right and license (the “License”) to access and use the Item Bank through the System within the State in which the Client is organized, authorized and resides (the “Licensee Territory”) to provide noncommercial access and use of any or all of the items from the Item Bank to students registered within the Licensee’s schools/districts for the sole purpose of performing formative assessments of those students (the “License”). Client is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to Client hereunder remain exclusive to KDS. Without limiting the generality of the foregoing, Client acknowledges that KDS retains all

rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein and all modifications and derivative works created there from. Client's rights to access and use the Item Bank, the Items and all modifications and derivative works thereof shall terminate upon the earlier of (i) termination of the Order between the Client and IO with respect to IO Assessment or the Item Bank, or (ii) termination of IO's right and license to distribute the Item Bank. Client acknowledges that use of the Item Bank, the Items and all modifications and derivative works thereof after termination of this license is strictly prohibited and would constitute infringement of KDS' proprietary rights.

**Modifications.** Throughout the term of this License, KDS will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items or passages from the Item Bank. DATA EXTRACTS: KDS shall have the option to request data files for the IO containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with INSPECT. With regard to this License, KDS agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

**KDS Representations, Warranties and Limitations of Liability.** KDS REPRESENTS THAT IT HAS THE RIGHT TO GRANT THIS LICENSE. KDS MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. KDS IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY CLIENT USING THE ITEM BANK. KDS WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (I) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY KDS OR (II) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (III) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR CLIENT'S AGREEMENT WITH IO. KDS IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

KDS will have no liability under Client's agreement with IO. In no event shall KDS be liable for consequential, incidental, punitive or other indirect damages. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL KDS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO KDS BY OR ON BEHALF OF CLIENT PURSUANT TO THIS LICENSE OR CLIENT'S AGREEMENT WITH IO DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

**CLIENT: [CLIENT]**

**IO: IO EDUCATION LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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