



Please fill out the following information so we can create an account for you. Once your account is created, your **primary contact/administrator** will use the ObjectiveEd web-dashboard to add teachers and students. Your primary contact can designate more people to have the authority to add teachers and students as well. We will send you a training video on how this works.

Account Information

School District: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Primary Contact/Administration

Name: _____

Title: _____

Phone: _____

eMail: _____

Profile Information

Please indicate the number of Students/Teachers in your District for each of the following questions:

Teachers & Specialists	Count	Students	Count
Dual Certified (TVI/O&M)		Birth to pre-K	
O&M (not included above)		Grade 1 to 5	
TVIs (not included above)		Grade 6 to 10	
Assistive Technology Instructors		Grade 11 to Transition	
		Learning Braille	



Evaluation License Agreement

1. Definitions:

1.1. “Confidential Information” shall mean this Agreement, any addenda hereto signed by both parties, all Services, data, drawings, benchmark tests, specifications, trade secrets, object code and source code of the Software, and any other proprietary information supplied to Licensee by ObjectiveEd, including all items defined as “confidential information” by ObjectiveEd.

1.2. “Evaluation Period” shall mean until the end of the school districts 2019-2020 school year.

1.3. “Services” means the provision of access via the Internet to the Software.

1.4 “Software” shall mean the software in object code form distributed by ObjectiveEd.

2. Limited License:

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3. Delivery: Following the Effective Date, ObjectiveEd will provide access to the Services to Licensee via the Internet.

4. Access to Services:

4.1 Security Measures. Licensee may access the Services as ObjectiveEd instructs through a combination of user names and passwords.

4.2 Password Protection. Licensee shall be entirely responsible for maintaining the confidentiality of the password(s) assigned to Licensee. Licensee shall immediately notify ObjectiveEd if a password is lost, stolen, disclosed to an unauthorized third party, or has otherwise been compromised. Licensee shall be solely responsible for any and all activities made under Licensee's account. Licensee shall defend, indemnify and hold ObjectiveEd harmless from and against all damages, liabilities, penalties, costs and expenses (including reasonable attorney's fees) incurred by ObjectiveEd in connection with any suit, claim or proceeding arising or resulting from Licensee's failure to comply with the terms of this Section 4.2.

5. Licensee Obligations:

Licensee represents and warrants that: (i) it shall not use the Services or ObjectiveEd's hosting equipment to which it shall have access (pursuant to this Agreement) to gain or attempt to gain unauthorized access to other computer systems accessible via the Internet, any Services for which Licensee has not been expressly authorized to use pursuant to this Agreement, or software or computer systems belonging to others which is also hosted by ObjectiveEd; and (ii) it shall provide: (a) all equipment and devices, including a computer and modem necessary to establish a connection to the Internet and access the Services; and (b) provide for Licensee's own access to the Internet and pay any communication fees associated with such access. In the event of any breach of any of the foregoing obligations, in addition to any other remedies available at law or in equity, ObjectiveEd will have the right, in its sole reasonable discretion, to immediately terminate this Agreement.

6. Warranty Declaration and Limitation of Liability:

6.1. Warranty and Disclaimer. OBJECTIVEED LICENSES THE SERVICES, INCLUDING ANY DOCUMENTATION THAT MAY ACCOMPANY THE SERVICES, TO LICENSEE ON AN "AS IS" BASIS. OBJECTIVEED MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. OBJECTIVEED DOES NOT WARRANT THAT THE SERVICES WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN ANY ACCOMPANYING DOCUMENTATION OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.



6.2. Limitation of Liability. IN NO EVENT WILL OBJECTIVEED'S LIABILITY FOR ACTUAL DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SERVICES EXCEED \$500 IN THE AGGREGATE. IN NO EVENT WILL OBJECTIVEED BE LIABLE TO LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY CONNECTED WITH LICENSEE FOR ANY LOST PROFITS, SALES, BUSINESS, DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE SERVICES AND DOCUMENTATION OR OTHERWISE ARISING FROM THIS AGREEMENT, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The parties agree that this Section 6.2 represents a reasonable allocation of risk.

7. Nondisclosure: Licensee shall not disclose or use any Confidential Information except as expressly permitted under this Agreement. Licensee shall hold all Confidential Information in confidence during the term of this Agreement and for a period of three (3) years after the termination of this Agreement. Licensee shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents to third parties who are not subject in writing to the confidentiality obligations of this Section 7.

8. Term and Termination:

8.1. Term. This Agreement shall commence on the Effective Date and continue until the end of the Evaluation Period unless terminated earlier by mutual agreement of the parties.

8.2. Effect of Termination or Expiration. Upon the expiration or termination of this Agreement for any reason: (1) all licenses granted hereunder automatically revert to ObjectiveEd and Licensee will no longer have access to the Services The provisions of Sections 2.2(2), 4, 6, 7, 8.2, and 9 shall survive expiration or termination of this Agreement.

9. Miscellaneous:

9.1. Assignment. Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of ObjectiveEd. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

9.2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

9.3. Governing Law. This Agreement and any dispute arising from or relating to the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without reference to conflicts of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods.

9.4. Equitable Relief. Licensee hereby acknowledges that any breach of its obligations under this Agreement would cause irreparable harm and significant injury to ObjectiveEd that may be difficult to ascertain. Accordingly, Licensee agrees that ObjectiveEd will have the right to seek immediate injunctive relief to enforce Licensee's obligations under this Agreement in addition to any other rights and remedies ObjectiveEd may have.



9.5. Notice. All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the address listed below or to the principal office of the party to receive notice.

9.6. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

9.7. Waiver. The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

9.8. Export Administration. Licensee agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Services nor any direct product thereof are (1) exported, directly or indirectly, in violation of Export Laws; or (2) are used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

9.9. Entire Agreement. This Agreement shall constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

Organization Name

Print Name

Print Title

Signature

Date