



Arlington Public Schools

Procurement Office
2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681
www.apsva.us

June 9, 2021

Via Email

DreamBox Learning Inc.
Attn: Jeff Enoch
Director of Sales Operations
600 108th Ave NE
Suite 805
Bellevue, WA 98004
jeff@dreambox.com

Subject: Adaptive Mathematics Resources 13FY18 – Contract Amendment No. 4

Dear Mr. Enoch:

Attached is Amendment No. 4 to the Contract to revise Exhibit A – Agreement by incorporating Exhibit J – Master Software and Services Agreement (“MSA”) for DreamBox Predictive Insights subscription for one (1) year at prices reflected on Exhibit C – Fee Schedule. Exhibit J – Master Software and Services Agreement for DreamBox Predictive Insights is attached and the Contract Documents are hereby amended as indicated on the following pages. All other terms and conditions shall remain unchanged.

Sincerely,

Joshua A. Makely, CPPO, CPPB
Assistant Director of Procurement

JAM:jam

Enclosure

cc: Katie House



Arlington Public Schools

Procurement Office
2110 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123 • Fax: (703) 841-0681
www.apsva.us

Amendment No. 4

Subject: Adaptive Mathematics Resources 13FY18– Contract Amendment No. 4

Contractor:
DreamBox Learning Inc.
Attn: Jeff Enoch
Director of Sales Operations
600 108th Ave NE
Suite 805
Bellevue, WA 98004
jeff@dreambox.com

Contract:
13FY18

By mutual agreement, the parties hereby amend the Contract No. 13FY18 to revise Exhibit A – Agreement by incorporating Exhibit J – Master Software and Services Agreement for DreamBox Predictive Insights as a Contract Document. Exhibit C – Fee Schedule is also amended as indicated in red on the attached pages. A revised Exhibit A – Agreement, a revised Exhibit C – Fee Schedule, and a new Exhibit J – Master Software and Services Agreement for DreamBox Predictive Insights are attached herein.

All other terms and conditions shall remain unchanged.

Arlington Public Schools
Authorized Signature: *David J. Webb*
Printed Name and Title: David J. Webb, C.P.M.
Procurement Director /
Procurement Agent
Date: June 10, 2021

DreamBox Learning Inc.
Authorized Signature: *Lance Ludman*
Printed Name and Title: Lance Ludman, CFO
Date: 06/09/2021

EXHIBIT A
AGREEMENT

This Contract 13FY18 entered the date this Agreement is signed by the Director/Purchasing Agent this 9th day of May, 2018; by and between DreamBox Learning, Inc., located at 600 108th Ave NE, Suite 805 Bellevue, WA 98004 hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public Schools hereinafter called “APS”; and shall terminate on June 30, 2019. This duration shall be referred to as the “Contract Term”. APS reserves the right, in its sole discretion, to renew the Contract for an additional one-year term; this option to renew may be exercised by APS up to but not more than for four (4) additional one year terms (“Renewal Contract Term”), making a maximum of five (5) terms.

APS and the Contractor, having given adequate consideration, agree that the Contractor will perform all services to assist APS in providing Adaptive Mathematics Resources in accordance with the Contract which shall consist of the following documents, all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions.

- 1 Exhibit A – Agreement and all modifications properly incorporated into the Agreement
- 2 Exhibit B – Scope of Services
- 3 Exhibit C – Fee Schedule
- 4 Exhibit D – Contractor Certification Regarding Criminal Convictions
- 5 Exhibit E – Non Disclosure and Data Security Agreement
- 6 Exhibit F – Student Data Usage and Privacy Agreement
- 7 Exhibit G – Contract Terms & Conditions
- 8 Exhibit H – Certificate(s) of Insurance
- 9 Exhibit I – Negotiated Items List
- 10 Exhibit J – Master Software and Services Agreement for DreamBox Predictive Insights

The following are incorporated by reference:

- 11 The Request for Proposal (RFP) documents, and
- 12 The Proposal Response from DreamBox Learning, Inc.

In the case of a conflict, the order of precedence shall be as follows: Exhibit A – Agreement , Exhibit B –, Scope of Services, Exhibit C – Fee Schedule, Exhibit D – Contractor Certifications Regarding Criminal Convictions, Exhibit E – Non Disclosure and Data Security Agreement, Exhibit F – Student Data Usage and Privacy Agreement, Exhibit G – Contract Terms and Conditions, Exhibit H – Certificate(s) of Insurance, Exhibit I – Negotiated Items List, **and Exhibit J - Master Software and Services Agreement for DreamBox Predictive Insights.**

In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

The services shall be provided in accordance with the above-referenced contract documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contact Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Agreement.

EXHIBIT C
FEE SCHEDULE (Revised Amendment No. 4)

Description	Contract Term		1 st Renewal Contract Term	2 nd Renewal Contract Term	3 rd Renewal Contract Term	4 th Renewal Contract Term
	(School Year 2017-2018) Pro-Rated	(School Year 2018-2019)	(School Year 2019-2020)	(School Year 2020-2021)	(School Year 2021-2022)	(School Year 2022-2023)
Annual Recurring Licensing Fee Elementary (Grades K-5) <u>1-40 Schools</u>	\$2,500	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Annual Recurring Licensing Fee Middle (Grades 6-8) <u>1-40 Schools</u>	\$3,000	\$7,400	\$7,400	\$7,400	\$7,400	\$7,400
Annual Recurring Licensing Fee Secondary Program (HB Woodlawn)	\$2,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
DreamBox Predictive Insights					\$30,000	
Implementation Services NOTE: This fee shall include the initial program training for up to eighty (80) APS staff involved with the System.	\$35,000					
Staff Training * * NOTE: Must be a daily rate, 7 hours minimum, with no consecutive day requirement. Estimated level of effort is one (1) day for all staff per school year. Rate listed here is fully loaded and includes all travel-related costs of the Contractor.		\$2,500/Day – Onsite	\$2,500/Day – Onsite	\$2,500/Day – Onsite	\$2,500/Day – Onsite	\$2,500/Day – Onsite
Technical Support All APS staff within the system during school hours (7:00 AM to 4:00 PM EST, Monday through Friday)	No fee	No fee	No fee	No fee	No fee	No fee

Contract Renewal Incentive Program:

The Contractor agrees to the following **contract renewal incentive program** for the duration of the effective contract periods. Rebate amounts will be issued to APS within 30 days of renewal by contract amendment as executed by the Purchasing Agent or his/her designee, and may be deducted from invoices.

Renewal Period	Rebate Incentive to APS
1st Year Contract Renewal School Year 2019 - 2020	\$5,000
2nd Year Contract Renewal School Year 2020-2021	\$8,000
3rd Year Contract Renewal School Year 2021-2022	\$11,000
4th Year Contract Renewal School Year 2022-2023	\$14,000

EXHIBIT J

MASTER SOFTWARE AND SERVICES AGREEMENT FOR DREAMBOX PREDICTIVE INSIGHTS



Master Software and Services Agreement
Arlington Public Schools

Order Form #: DB032181128


Order Form		
Customer: Arlington Public Schools, VA	Service Start Date: 07-01-2021	Subscription Period: 12 Months
	Service End Date: 06-30-2022	
Customer's Point of Contact: Name: Shannan Ellis Title: District Math Supervisor Phone: 703-228-6000 E-Mail: shannan.ellis@apsva.us	Customer's Billing Address: Attn: Shannan Ellis 2110 Washington Blvd ARLINGTON, VA 22204	Agreement Prepared By: Katie House Title: Director - National District Partnerships Phone: E-Mail: katie.house@dreambox.com
Pricing		
Software and Services	Quantity	List Price
New Product Upgrade Advanced Package Upgrade with DreamBox Predictive Insights	12,000	\$ 30,000.00
Subtotal:		\$30,000.00
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states.	Sales Tax:	\$ 0.00
Total:		\$30,000.00

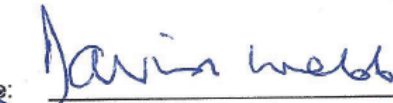
Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	Fee Schedule	Invoice Schedule	Payment Schedule
Term Length (months):12 Total Fees: \$30,000.00	\$30,000.00	7/31/2021	7/31/2021
Payment Options <ul style="list-style-type: none"> - To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476. - To pay by credit card for Order Forms totaling less than \$8,000.00, please click here. - As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments. Please remit via ACH to: <p style="text-align: center;"> DreamBox Learning, Inc. Bridge Bank Routing #: 121143260 Account #: 102517190 </p> <p style="text-align: center;">Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.</p>			

This purchase shall be governed by the Terms and Conditions of Arlington Public Schools Contract 13FY18.

DREAMBOX LEARNING, INC

Arlington Public Schools

Signature: 

Signature: 

Name: Lance Ludman

Name: David J. Webb, C.P.M.

Title: Chief Financial Officer

Title: Procurement Director / Agent

Date: 06/09/2021

Date: June 8, 2021

TERMS AND CONDITIONS

DreamBox Learning, Inc. (“**DreamBox Learning**”) offers software products and services that provide personalized math instruction in an engaging environment for students. DreamBox Learning provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, that is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. DreamBox Learning’s software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the “**Agreement**”). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form (“**you**” or “**Customer**”). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the “**Software and Services**”). This Agreement comprises the attached order form (the “**Order Form**”) and these terms and conditions (the “**Terms and Conditions**”) which supplement the Contract 13FY18 executed May 9, 2018 (“**Contract**”), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

1. CUSTOMER ACCOUNT

1.1 Access. These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the “**Software**”) and the services provided by DreamBox Learning to you in connection therewith (the “**Services**”). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the “**Customer Account**”). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

1.2 Updates; Enhancements. At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, “**Updates**”). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer’s access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning’s reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

1.3 License. Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicensable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes.

1.4 Protections Against Unauthorized Use. You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 1.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning’s advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

1.5 End Users’ Compliance with Website Terms of Use. You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning’s Website Terms of Use (available at <http://www.dreambox.com/terms> or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

1.6 Reservation of Rights. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning’s confidential and proprietary materials. All uses of DreamBox Learning’s trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning’s trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) (“**Feedback**”), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

2. PAYMENT (Intentionally deleted)

3. SERVICES

3.1 Delivery. Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized during the term of the Order Form. Professional Development not utilized during the term of the Order Form will be forfeited.

3.2 Cancellation.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

4. TERM AND TERMINATION

4.1 Term. This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with the Contract. For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

4.2 Subscription Period. The “Subscription Period” will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods “Renewal Period” in accordance with the Contract.

4.3 Termination without Cause. (Intentionally deleted)

4.4 Termination or Suspension for Cause. (Intentionally deleted)

4.5 Survival. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.4, 1.5, 1.6, 4.5, and 7 survive termination or expiration of this Agreement.

5. PRIVACY (Intentionally deleted)

6. NOTICE (Intentionally deleted)

7. WARRANTY (Intentionally deleted)

8. MISCELLANEOUS (Intentionally deleted)