

Reasoning Mind Mathematical Education System

Terms of Use

1. General Undertaking

The parties agreeing to these Terms of Use (“Agreement”) establish a relationship between Customer and Reasoning Mind, Inc. (“RM”) whereby Customer will use the Reasoning Mind Mathematical Education System (“RMMES”) delivered over the Commodity Internet and which includes the Genie II system containing Instructional Materials, Guided Study, On-line classroom, Homework, Library, Game Room, E-mail (Post Office), My Points, Teacher Interface (with Reporting Tools), and Administrator Interface (with Reporting Tools). Supporting Genie II system is the Human response systems that include a live On-Line Genie respondent, Tutors available on-line to the students, annual training for customer Mathematics teacher(s) and annual services of RMMES Program Coordinators assigned to your school(s).

2. RM Responsibilities

(a) RMMES

RM agrees to:

- i. Offer use of RMMES to students, math faculty and administrative staff of the Customer constituent base (the “Members”).
- ii. Host an area within RMMES specifically for Customer’s use.
- iii. Ensure compliance to CIPA by total containment of the students within the RMCity environment while on the Internet. There is no provision within that environment for the student to visit any other website.

3. Customer’s Responsibilities

(a) RMMES

The Customer agrees to:

- i. Inform Members of the availability of RMMES service and features. All Members shall agree to RM’s standard Terms of Use prior to using RMMES.
- ii. Allow RM to publish user quotes from the Customer community in marketing materials.
- iii. Meet requirements of Schedules A and B.

(b) Other Services

The Customer agrees to:

- i. Provide adequate personnel, cooperation, and system access as needed for RM to perform the services.
- ii. Ensure proper site and environmental conditions for RM’s representatives.
- iii. Notify RM immediately of any problems or concerns about work being performed.

4. Ownership

(a) RMMES

The Customer acknowledges that as between the Customer and RM, RM owns all right, title and interest, including without limitation, all copyright, trademark and other

proprietary rights, in and to RMMES and its “look and feel”, the content (including without limitation any text, music, sound, photographs, video, graphics, data or software) displayed thereon and in any form or medium, and the technology and related software used in connection therewith (“RM Property”). Nothing herein shall be deemed as giving the Customer or any Members any rights in or to the RM Property except as expressly provided by this Agreement. In addition, all customizations and enhancements to the RM Property remain the property of RM.

5. System Integrity

Customer may not use any device, software or routine to interfere or attempt to interfere with the proper working of RMMES. Customer may not take any action which intentionally is meant to cause harm by imposing an unreasonable or disproportionately large load on RMMES’s servers or infrastructure. Customer is prohibited from violating or attempting to violate the security of or RM’s rights in RMMES, including, without limitation, (a) accessing data not intended for Customer or logging into a server or account which Customer is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to RMMES, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, (e) forging any TCP/IP packet header or any part of the header information in any e-mail. (f) using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search RMMES other than the search engine and search agents available from RM on RMMES and other than generally available third party web browsers (*e.g.*, Mozilla Firefox, Microsoft Internet Explorer, Google Chrome), (g) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of RMMES, (h) aggregating, copying or duplicating in any manner any of the RM Property or information available from RMMES, or (i) framing of or linking to any of the information available from RMMES. Violations of system or network security may result in civil or criminal liability. RM may investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

6. Data Collection

RM may collect data which may include, without limitation, collecting profile data on all users of the system. None of the information collected will be sold, re-sold, provided, transmitted or used outside of RM. Notwithstanding the foregoing, RM may transmit generic data to a third party to conduct research for RM’s own internal business purposes provided advanced approval has been obtained from the Customer for each specific occurrence.

7. Technical Support

Technical support will be provided to Customer in accordance with the provisions of Schedule A attached hereto.

8. Term and Termination

(a) This Agreement shall commence on September 26, 2012, (the “Effective Date”) and continue through June 30 of the current or next year, whichever is the earliest.

(b) See Section 13 for termination due to default.

9. Warranty and Limitation of Liability

- (a) REASONING MIND, INC. WARRANTS THAT RMMES WILL PERFORM SUBSTANTIALLY AS REPRESENTED AND ANY DEFECTS WHICH PREVENT NORMAL OPERATION WILL BE REPAIRED AT NO COST TO CUSTOMER. OTHERWISE, RMMES IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. RM IS NOT RESPONSIBLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE RMMES WEB SITE OR THE SERVICES OR MATERIALS PROVIDED IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO LOSS OF DATA. RM DOES NOT WARRANT THAT RMMES IS ERROR FREE OR THAT THE OPERATION OF RMMES WILL BE SECURE OR UNINTERRUPTED.
- (b) Notwithstanding anything in this Agreement to the contrary, RM's entire liability for any damages in any way relating to the subject matter of this Agreement, regardless of whether the claim is based on contract, tort, or any other claim, shall not exceed the total amounts paid to RM by the Customer hereunder.

10. Insurance and Indemnification

Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory workers' compensation, comprehensive general liability for bodily injury and property damage, as well as adequate coverage for vehicles. Each party (the "Indemnifying Party") shall, to the extent permitted by law, indemnify and hold harmless the other party and its affiliated entities (each an Indemnified Party) against all claims, suits and proceedings brought by third parties and the related liabilities, losses, expenses, damages and costs (including, without limitation, attorneys fees) arising out of or relating to (a) any information, content, data, software, or other material posted on RMMES by the Indemnifying Party or provided by the Indemnifying Party to the Indemnified Party in connection with this Agreement (including, without limitation, any third party claims alleging infringement of copyrights, trade secret or other intellectual property right); or (b) any breach by such party of a covenant contained herein.

11. Confidential Information and Non-solicitation

- (a) Terms of Agreement. Unless required by law, and except to assert their rights hereunder or for disclosures to employees with a need to know, the parties agree not to disclose the terms of this Agreement or matters relating thereto to any third party without the prior written consent of the other party.
- (b) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party, including, without limitation technical information (functional and technical specifications, code, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information expressly designated as confidential or, which by the circumstances in which it is provided, would be reasonably understood as being confidential ("Confidential Information"). Confidential Information does

not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information rightfully and lawfully received by the recipient from a third party who was free to disclose it.

- (c) Covenant Not to Disclose. With respect to the other party's Confidential Information, the recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to its own employees or contractors having a "need to know" (and who are themselves bound by similar nondisclosure restrictions), and to such other recipients as the other party may approve in writing; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither party nor any recipient may alter or remove from any software or associated documentation owned or provided by the other party any proprietary, copyright, trademark or trade secret legend. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information. Each party may disclose Confidential Information to the extent required by law.
- (d) All data collected (both test data and process data) in the course of the project will be analyzed and published by RM and the project's independent evaluators subject to the observance of privacy restrictions established by Customer and FERPA. (To the extent that RM will come into possession of student records and information, and to the extent that RM will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, RM agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act. In the event that Customer is required to furnish information or records pursuant to the Texas Public Information Act, RM shall furnish all such information and records to Customer and Customer shall have the right to release such information and records.)

12. Notices

Notices sent to either party shall be effective when delivered in person or transmitted by telecopier ("fax") machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address set forth below, or at such other address as the parties may from time to time give notice:

Reasoning Mind, Inc.

Attn: Accounting Manager
2000 Bering Drive, Suite 300
Houston, Texas 77057
Phone: 832-255-2901
Fax: 281-200-0416

Customer

Institution – Cedar Hill Independent School District
Address – 285 Uptown Blvd., Building 300, Cedar Hill, TX 75104
Contract Administrator – Rachel Jones
Phone – 972-291-1581 x4049 Fax – 972-293-2854 Email – Rachel.Jones@chisd.net

Technical Contact – Kyle Berger, Executive Director of Technology
Phone – 972-291-1581 x4075 Fax – 972-291-6065
Email – Kyle.Berger@chisd.net

A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

13. Default

Either party may be declared in default of this Agreement if it breaches any material provision hereof and fails within ninety (90) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the other party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within ninety (90) days.

14. Disputes, Choice of Law

The parties agree that all disputes between them shall first be subject to the procedures in Section 13 and then shall be submitted for informal resolution to their respective Chief Operating Officers. If the parties are still unable to reconcile their differences, the dispute may then be taken to court by either party. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF TEXAS WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

15. Independent Contractor Status

Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people.

16. Miscellaneous

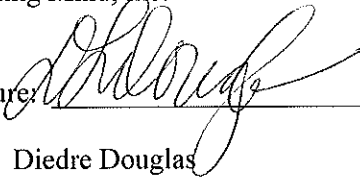
This document and the accompanying Schedules constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by an executive officer of both parties. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent and any attempt to the contrary shall be void.

Neither party shall be liable for delays caused by "Force Majeure" events and events beyond its reasonable control. RM shall not be liable for any delay or failure to perform its obligations herein if prevented from doing so by a cause or causes beyond its reasonable control. Without limiting the generality of the foregoing, RM shall not be liable for the acts of God, the public enemy, fires, floods, storms, earthquakes, riots, strikes, blackouts, wars or war operations, terrorism, restraints of government, utility or communications failures, computer malfunctions and equipment failure, computer hackers, denial of service attacks, interruption or failure of telecommunication or digital transmission links, failures of third-party vendors, telecommunications slow-downs, Internet congestion or failures, erroneous data transmission, computer bugs, viruses or other such causes.

Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions

shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Each of the provisions of this Agreement which are not, by the expressed terms of this Agreement, fully to be performed during the term of this Agreement shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Customer:	Reasoning Mind, Inc.
Signature: _____	Signature:  _____
Name: _____	Name: Diedre Douglas
Title: _____	Title: Regional Director, North Texas
Date: _____	Date: September 26, 2012

Schedule A

Network and System Requirements

I. General Requirements

- At least two weeks before the first day of RM classes, each computer facility will contain enough operational computers to provide a one-to-one student to computer ratio for each RM class and at least two (2) additional computers, one for the teacher and one as backup if a computer malfunctions.
- Each computer facility will have access to a printer, toner, and paper at least two (2) weeks before the first day of school, and any printing limits will not apply to Reasoning Mind related items.
- Mobile labs must have one (1) extra battery pack per computer.
- Broadband access to the Internet and year-round high-quality technical support will be provided by district technology specialists to ensure the computer facility's effective and continuous operation.

II. Network Requirements

- Antivirus, adware, web security, spam control or any other security service must be current and configured to be aware of the RM environment and tool.
- The whole domain rmcity.org must be added to the network whitelist.
- No traffic shaping or filtering of traffic TO or FROM the RM website.
- No traffic modification between the user and the web server.
- The caching proxy must be in the list of software approved for the Genie system. Any other proxy server must be approved by RM's IT department prior to implementation.
- 15Kb/s inbound and 5Kb/s outbound bandwidth for each student during class time.
- Ports to open on Firewall/router: 80 and 1935
- Wireless networks require special validation and approval from RM's IT department.

III. System Requirements

A. Hardware requirements

- Pentium 4 at 1.3Ghz or Celeron and AMD processors of equivalent processing power
- 256MB RAM
- Screen resolution 1024x768
- 10Mb/s NIC

B. Software requirements

Windows computers:

- Windows XP SP2 or higher
- MS Internet Explorer v7 or higher
- Adobe Flash Player v10.x or higher

Macintosh computers: (Macintosh iPad not supported)

- OSX 10.x or higher
- Safari 2.0 or higher or Mozilla Firefox v3.0 or higher
- Adobe Flash Player v10.x (Adobe Flash is not supported on Macintosh iPad)

Network and System Requirements (Continued)

IV. Lab Certification Requirement

The requirements outlined under network and system requirements must be verified before the start of classes using the Reasoning Mind Lab Certification Guide and stress test tools. If the certification is not performed directly by Reasoning Mind personnel, the results of the testing must be approved by a Reasoning Mind employee before the lab is used for Reasoning Mind instruction.

V. Educational Partner IT System Scheduled Maintenance

- RM must be notified at least one (1) week in advance of any scheduled maintenance or changes to the Educational Partner's lab systems, network, or IT infrastructure that may have an impact on the delivery of the RM Services. This includes, but is not limited to, changes or scheduled maintenance to: network switches, network routers, systems the students and teachers use to access Reasoning Mind, the proxy server, anti-virus software, pop-up blockers, content blockers, white list, black list, firewall, personal firewall, wireless routers, wireless switches, and network cabling.
- RM must be notified, as soon as practicable, of any unscheduled downtime to the Educational Partner's network which would cause a disruption to the RM Services.

Schedule B

Implementation Requirements

I. Implementation Setup

- All students will have a notebook dedicated solely for RM work by the first day of RM use.
- An adequate student workspace will be provided to each student that allows room for their notebook, the computer keyboard, and mouse.
- More than one Reasoning Mind computer lab may be needed, depending on the total number of students enrolled in the program at each location.
- Minimum core implementation time commitment: 70 to 90 minute sessions each day.
- Minimum non-core implementation time commitment: 2 to 3 hours each week, and no less than 45 minutes per session.
- Students will spend no less than 80% of their scheduled RM time in the system.

II. Implementation Support

- First-year RM teachers must pass an RM Qualification Course before teaching RM and then earn and maintain RM Certification (outlined in Schedule C) to continue teaching with RM in subsequent years.
- A school administrator (Principal or Assistant Principal) will have the option to attend a 1-day training session or online equivalent in the first semester of RM implementation.
- Before the first day of launch, the principal, the teachers, and the Program Coordinator will be available to finalize implementation plans and address any final questions or concerns.
- RM-trained school administrators will meet quarterly with RM staff to discuss the progress and needs of the RM implementation.
- The principal will hold RM teachers accountable for attending the regularly scheduled meetings with their Program Coordinator.

III. Requirements Disclaimer

If an implementation deviates from the standards outlined in these schedules, the Educational Partner must take ownership and accept responsibility for the results of the implementation. Reasoning Mind will not be held accountable for the outcome of projects that do not meet its requirements.

Schedule C Teacher Certification Requirements

Category	Basic	Proficient	Advanced
Genie's Rules	Students know the Genie's Rules and understand they should follow them.		The teacher shows students how to check their own understanding and learn independently.
RM Notebooks	Students take notes and solve problems in well-organized notebooks.	Students refer to their notes, including when solving problems.	
Planning & Instruction	The teacher uses at least one report to monitor student metrics.	Using several reports, the teacher identifies struggling students and finds out why they are struggling.	The teacher uses reports to understand the strengths, weaknesses, and needs of each student.
	The teacher actively works with students based on their questions. The teacher records these sessions during class using Student Intervention Sheets or similar methods.	The teacher plans interventions in advance based on individual student data. The teacher effectively carries out these interventions.	The teacher flexibly uses individual, small-group, and whole-class interventions as needed. The interventions are not just remedial, but rather help all students develop their abilities.
	The teacher spends most of the class period on instruction.		The teacher spends practically all of the class period on instruction.
Classroom Management	Efficient procedures are in place. Most procedures run adequately (but require teacher facilitation and intervention).	All procedures run smoothly without teacher intervention.	Highly efficient procedures are in place. All procedures run smoothly without teacher facilitation.
	Students are generally on task.		Students are on task for the duration of the class period.
	The teacher appropriately uses incentives to motivate and excite students.	The teacher sets goals for student behavior and performance. The incentive system is clearly linked to these goals.	Goals and incentives are in place both for each individual student and for the class as a whole. Student progress toward these goals is monitored to ensure that the goals are feasible and ambitious.
Professional Development	The teacher attends at least one workshop per semester.	The teacher attends at least three workshops during the school year.	The teacher attends at least four workshops during the school year, and presents in one of the four.
	The teacher successfully completes Curriculum Study.		The teacher passes the Curriculum Mastery Exam.

Reasoning Mind (RM) Mathematics Education System Services

I. Curriculum Delivery System and Materials

Curriculum Delivery System:

- Student accounts with 24/7 access to the RM system
- Ongoing maintenance of server; server system updates and enhancements
- Response to requests from schools for curriculum and software enhancements

Materials:

- Posters for classroom presentations and competitions
- Virtual prizes and an online incentive system
- Offline mini-lessons and handouts
- Supplementary assessment instruments (quizzes, benchmark tests, etc.)

II. RM Professional Development

Logistical Support:

- Lab certification
- RM account management
- Student re-enrollment

Training:

- An introductory multi-day Qualification Course
- RM resources and workshops on best practices
- Content assessment and online content course tracking
- RM content resources and workshops

One-on-One Support:

- On-campus support visits to teachers
- Classroom observations
- Teacher user manuals and training binders
- Semi-annual presentations to principals on project growth
- Phone and email support 24/7

Data Tracking Support:

- Real-time data summaries
- Teacher data analysis and data tracking
- End of year analysis and comprehensive project summary

End-of-Year Stipend:

- Basic I teachers are eligible for a stipend
- Basic II and III teachers are eligible for a tiered stipend structure

III. RM Tutoring Services

Reasoning Mind provides optional online tutoring and mentorship services. Tutors are trained in the RM pedagogy and work closely with the RM system and teacher to target their instruction. For an additional \$35 per student, each student would receive a minimum of 9 hours of tutoring.

Implementation Agreement

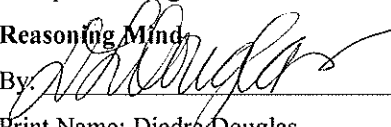
School	Grade	Principal	Email	Phone
Bray Elementary	2-4	Denise Roache-Davis	denise.roache-davis@chisd.net	(972) 291-4231
Highlands Elementary	2-4	Sylvia Lewis	sylvia.lewis@chisd.net	(972) 291-0496
High Pointe Elementary	2-4	Joycelyn Smith	joycelyn.smith@chisd.net	(972) 291-7874
Lake Ridge Elementary	2-4	Winnifred Goodman	winnifred.goodman@chisd.net	(972) 293-4501
Plummer Elementary	2-4	Jason Miller	jason.miller@chisd.net	(972) 291-4058
Waterford Oaks Elementary	2-4	Carlotta Mitchell	carlotta.mitchell@chisd.net	(972) 291-5290

Minimum District Scheduling Standards

Grade Level	# Sessions Per Week	# Minutes Per Session	Avg. Min. Per Week
2-4	2-3	45-60	120-135

Accepted and Agreed:

Reasoning Mind

By:  _____

Print Name: Diedre Douglas

Title: Regional Director, North Texas

Date: September 26, 2012

Educational Partner

By: _____

Print Name: _____

Title: _____

Date: _____