Executive Information Systems, LLC
Texas DIR4 Quotation

Quote #:	EIS-07822-V5P7	**Texas DIR4 Contract #:**	DIR-TSO-4368
Rev #:	1	**Quote Effective From:**	5/9/2024
Renewal Start Date:		**Quote Valid Thru:**	6/8/2024
Renewal End Date:		**Site Id:**	950949

Prepared For:

Name:	Felicia Johnson	**Email:**	felicia.johnson@desotoisd.org
Account:	DESOTO TX INDEPENDENT SCHOOL DISTRICT	**Phone:**	(972) 223-6666 X8410
Location:		**Fax:**	

Line	OEM Part #	Description	Qty	Unit Price	Extended Price
1	SAS-MULTI-SVC	SAS Education Visualization and Analytics Solution. 2023 - 2024 School Year	1	$111,760.00	$111,760.00
				Sub-Total	$111,760.00
				Sales Tax (If Applicable)	$0.00
				Total Quote Amount	$111,760.00

The Quotation Attachment is hereby incorporated into this quote and must be made part of any resulting order.

2024-2025 - Option Year
- Web Reporting (includes Excel) - $167,150

2025-2026 - Option Year
- Web Reporting (includes Excel) - $250,000

***Please reference quote number on your order.

Point of Contact	Bruce Atkins
Email	BAtkins@execinfosys.com
Phone	301-581-1083
Fax	301-581-2573
Toll Free	877-EXECINFO

Ordering Address

Executive Information Systems, LLC
Attn: Sales
6901 Rockledge Drive, Suite 600
P.O. Box 34076
Bethesda, MD 20827-0076

Remittance Address

Executive Information Systems, LLC
Attn: Sales
6901 Rockledge Drive, Suite 600
P.O. Box 34076
Bethesda, MD 20827-0076

Contract#: DIR-TSO-4368 Expiration: 04/04/2025
Type of Business: Corporation (Limited Liability Company)
Payment Terms: Net 30 Days
Federal Tax Id #: 52-2198860
Dun & Bradstreet #: 938289527

CAGE Code: 1NM64
FOB Point: Destination
Delivery: 1 - 30 days after receipt of order
Discounts: Prices are net. All discounts have been deducted.
SAM UEI: MKF6VA9NZLR8

EIS qualifies as a small business under the Information Technology Value Added Reseller exception to NAICS 541519. However, EIS subcontracts 100% of software, maintenance, training and services to SAS Institute, Inc., a large business. Thus, EIS does not meet limitations on subcontracting requirements (FAR 52.219-14, 13 CFR 125.6) or the nonmanufacturer rule (13 CFR 121.406).

The terms and conditions of Texas DIR4 DIR-TSO-4368 held by Executive Information Systems, LLC apply to any license of SAS Institute Inc. software products and any purchase of SAS Institute Inc. services or support/maintenance, including any open market license or purchase. These terms and conditions can be found at www.execinfosys.com or are available upon request. Any additional or different terms and conditions received with, or incorporated by reference in, any customer purchase order or other customer purchase documentation are expressly rejected and inapplicable to any such license or purchase.

<u>**QUOTE ATTACHMENT**</u>

This is an Attachment to quotation EIS-07822-V5P7 ("Quotation") issued by Executive Information Systems LLC ("EIS") to DeSoto TX Independent School District ("Customer") for the procurement of certain SAS Institute Inc. ("SAS") Education Visualization and Analytics Solution ("EVAAS") as set forth in the Quotation and as further described in this Attachment. The procurement of the EVAAS and any resulting order ("Order") from Customer to EIS for the acquisition of such Services is pursuant to the Order, subject to the terms of Texas Department of Information Resources Contract No. TX DIR -TSO-4368 ("the TX DIR Contract") held by EIS, the Quotation and this Attachment ("the Agreement"), provided that the terms of this Attachment take precedence in the event of any conflict between the terms of this Attachment and the terms of the Order, Quotation or TX DIR Contract. Specifically, the terms and conditions of Appendix G ("Hosting Services") to the TX DIR Contract shall apply to the Services being provided hereunder, with the exception that references to "Hosting Services" shall be replaced with the Services (hereinafter also "EVAAS Services" and "Results") contemplated hereunder. For clarity, reference is made to sections of Appendix G below that specifically relate to the Services. For further clarity, only the specific provisions of Attachment A to Appendix G that are set forth below apply to the Services. The TX DIR Contract and this Attachment shall be incorporated in, and made a part of, any Order issued by Customer to EIS for the acquisition of the Services. No other terms shall be included in the Order.

1. **Definitions.** The following definitions, as also defined in Section 1 of Appendix G ("Hosting Services") to the TX DIR Contract, shall apply with respect to the Services provided herein.

   a. "**Customer Marks**" means Customer's trademarks, service marks or trade names that are reproduced or displayed in the System.

   b. "**Customer Materials**" means all Permitted Data, authentication credentials, and any other materials made available to SAS by Customer for use in the System.

   c. "**Permitted Data**" means (a) Customer's data derived from Customer's operations in the Territory, excluding data aggregated from other sources, including, but not limited to, data from Customer's related entities; (b) data purchased, licensed or leased from a third party by Customer; and (c) publicly available data (for example, national census data).

   d. "**Results**" will have the meaning set forth in Exhibit A and is further described in Exhibit A.

   e. "**Services**" will have the meaning set forth above and is further described in Exhibit A.

   f. "**System**" means the software, computer hardware and any other information technology resources used by SAS to perform the Services and deliver the Results.

   g. "**Territory**" means the United States.

2. **Services and Results**. Upon Customer's execution of the Agreement or Order Form, payment of the Fee and delivery of the Customer Materials in the mutually agreed upon format, SAS will perform the Services and deliver the Results to Customer. If Customer requests that SAS meet with Customer in connection with SAS' performance of the Services or delivery of the Results at any location other than SAS' premises, SAS will be responsible for any resulting travel and living expenses incurred. Customer may use the Results only in support of Customer's business operations in support of the Teacher Incentive Allotment (TIA) program overseen by the Texas Education Agency (TEA) in the Territory and not for the benefit of any other third parties including, but not limited to, Customer's related entities.

   Solely with respect to the EVAAS Services, SAS will provide an online location where Customer may submit the Customer Materials and retrieve the Results. Customer will use such online location only for the purposes of submitting Customer Materials to SAS and retrieving Results. Unless otherwise provided below, the Results will be available for retrieval by Customer for a period of thirty (30) days from the date SAS makes the Results available on such online location.

   Only those employees or contractors of Customer expressly authorized by Customer will have the right to access such online location. Customer will provide, through the SAS approved authentication and authorization interface, contact information for each such employee or contractor, including company name, first name, last name and email address. Customer will only provide such information as Customer is authorized to do so. Customer will secure the written consent of each such employee or contractor before providing such information to SAS.

   Customer will assign appropriate resources to the Services and will ensure that such resources are available to participate in the Services as required to enable SAS to perform the Services and deliver the Results.

3. **EVAAS Interface**. SAS will make the Results available to Customer through a user interface (the "EVAAS Interface"). SAS will determine the appearance of the Results and the EVAAS Interface. Subject to the limitations

contained in the Agreement, SAS grants Customer the right for its employees and contractors located in the Territory (collectively "Users") to access and use the System solely via the EVAAS Interface for the purposes of using and creating Results for the benefit of Customer's operations within the Territory. Customer may use any documentation provided by SAS solely in support of Customer's authorized use of the System and receipt of the Results. SAS will perform regular backups of Customer Materials and Results stored within the System ("Backups"). Backups will be stored securely for specified periods and will be restored by SAS in the event of System failure, corruption or accidental removal or deletion caused by SAS. Restoration of Backups for reasons other than System failure or corruption or SAS' actions may be performed at Customer's request but may incur additional fees.

Customer may not use the System in a data service provider, application service provider, solution service provider or marketing service provider arrangement, nor in any similar arrangement for which Customer provides Results derived from Customer's use of the System to third parties, including, but not limited to, Customer's related entities, nor may Customer use Results derived from Customer's use of the System for the benefit of third parties or Customer's related entities.

Except to the extent allowed by law, Customer may not use the System nor permit any other party or entity to use the System to develop a commercial offering or product directly or indirectly competing with an offering or product
from SAS.

Customer will not, and will not permit any User, through use of the EVAAS Interface or otherwise: (a) to download or attempt to download any SAS software or documentation or any other software; or, except for the Customer Materials and Results, any data, made available by SAS via the System; (b) to use the System to engage in any activities or actions that infringe or misappropriate the intellectual property rights of others, including, but not limited to, using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, or using or distributing third party information protected as trade secret information in violation of a duty of confidentiality; (c) to use the System to engage in any activities or actions that would violate the personal privacy rights of others, except as permitted by applicable law; (d) to use the System to send or transmit malicious code or harassing, abusive, libelous, or obscene materials or assist in any similar related activities; (e) to use the System to intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses; (f) to use the System to engage in any activities or actions intended to misuse or abuse Users' passwords or other confidential information or any SAS or third party property including, without limitation, software, equipment, networks or network devices; (g) to use the System for any illegal purpose, in violation of any applicable laws or regulations, or in violation of the rules of any other service provider engaged by or for the benefit of Customer; (h) to make any unauthorized use of or interfere with any property of SAS, a SAS subcontractor or any SAS customer; (i) to impair or disrupt any connections to the System; (j) to interfere or attempt to interfere in any manner with the functionality or proper working of the System; (j) to reverse engineer, disassemble or decompile any part of the System; (k) to use any open source software in connection with the System in any manner that requires, pursuant to the license applicable to such open source software, that any part of the System be disclosed or distributed in source code form, made available free of charge or modifiable without restriction; or (l) to assist or permit any person to engage in any of these activities (collectively "**Prohibited Activities**"). If Customer becomes aware of any Prohibited Activities, Customer will promptly notify SAS and will use best efforts to remedy such Prohibited Activities, including without limitation, limiting, suspending or terminating a User's access to the System. SAS will have the right, but undertakes no obligation, to monitor Customer's and Users' use of the System for compliance with the requirements of this Section. SAS reserves the right to immediately suspend or terminate access to the System by Customer or any User if SAS detects or otherwise becomes aware that Customer or any User is or has been engaged in any Prohibited Activities. SAS will have no liability to Customer for any such suspension or termination of access.

Customer will be responsible to SAS for any liability or damage SAS incurs arising from or related to use of the EVAAS Interface or the System in a manner which is inconsistent with the terms and conditions of the Agreement or which violates SAS' rights under any applicable laws, including laws that protect SAS' intellectual property rights, by any User or by any other party Customer allows to access the System. Unless otherwise agreed to, Customer will have access to the EVAAS Interface and Results for one year upon the release of the Results.

4. **Invoicing and Payment; Taxes.** Section 4.1 of Appendix G to the TX DIR Contract ("Invoicing and Payment") and Section 8 (subparts I and J) of Appendix A to the Texas DIR Contract apply to the fees set forth on Exhibit A and invoicing and payment shall be in accordance set forth in the aforementioned appendices subject to the schedule specified on Exhibit A and Appendix C, Pricing Index to the TX DIR Contract.

5. **Renewa**l. Subject to the availability of funds, Customer may elect to renew Line Item 1 in the Quotation for additional option years for the Fees described in the Quotation, subject to the terms in Exhibit A. Such renewals shall be accomplished by Customer sending EIS an acceptable purchase order.

6. **Customer Materials.** Section 8.4 of Attachment A to Appendix G to the TX DIR Contract ("Customer Materials") shall apply to the Customer Materials provided hereunder.

7. **Ownership.** Section 6 of Appendix G to TX DIR Contract ("Ownership") shall apply to the parties' respective ownership rights hereunder.

8. **Confidential Information.** Section 13 of Appendix G to the TX DIR Contract ("Confidentiality") shall apply to the parties' respective confidentiality obligations hereunder.

9. **Security; Data Protection**. Sections 9 and 10 of Appendix G to the TX DIR Contract ("Security" and "Data Protection," respectively) shall apply to the parties' respective confidentiality obligations hereunder.

10. **No Access to SAS Systems or Software**. Except as otherwise set forth in Section 2 (Services and Results), nothing in the Agreement will be interpreted to allow Customer to access the System or any SAS software. Any license to SAS software or any rights to use SAS software within a hosted environment must be procured pursuant to a separate agreement subject to Customer's payment of additional fees.

11. **Warranty, Indemnification and Limitation of Liability**. With respect to the Services and the System, the following Sections of the TX DIR Contract shall apply: Appendix E (Services Terms), Appendix G, Sections 7 and 8 (Warranty Disclaimers, Warranties and Responsibilities of Customer), Appendix A, Section 10(A)(3) (Infringement Indemnification) and Appendix A, Section 10(K) (Limitation of Liability).

Exhibit A

A. **Description of Services; Results.** In exchange for Customer paying the fees and any applicable taxes arising under the Agreement, SAS will use the System to perform the services ("**Services**") and deliver the output ("**Results**") as described below.

   Services:

   - SAS will provide Results via a secure file transport protocol in a mutually agreeable format, such as an Excel file, using data through the 2023-24 school year.
   - SAS will provide Results through its secure web application using data through the 2023-24 school year.
   - The Services will be provided during normal SAS business hours.

   Results:
   - Based upon Customer's ability to provide SAS the available data, the Results will be reported for the 2023-2024 academic year, utilizing data for up 9,000 students.
   - If Customer desires to obtain additional results after SAS provides the Results, Customer and SAS will amend the Agreement to reflect the additional results. Fees for subsequent school years will be based on SAS' standard rate at the time of purchase.

B. **Data Assumptions.** Customer will use commercially reasonable efforts to deliver to SAS the Customer Materials, in a mutually agreed upon format and in a timely manner, required to enable SAS to perform the Services.

   - Customer is responsible for the integrity of the data Customer provides to SAS. If SAS performs an analysis and determines it must be repeated because Customer provided inadequate or defective data, then Customer agrees to cleanse or correct the data so that SAS may repeat the analysis. Customer must pay for the additional expenses related to the repeated analysis.

   - If data clean-up necessitates changes to the Results and fees beyond those specified herein, then the parties will amend this Attachment to account fo the additional fees.

   - SAS will warehouse Customer's data for a three (3) year period from the Effective Date. If Customer notifies SAS in writing to stop warehousing data, SAS will do so.

   - Student-level state assessment data from at least the last five years, with a unique student identifier that links individual students over time and student birthdate. This data must also include district name and identification number, school name and identification number, and test information (scale score, test taken, grade, subject, year, test date, etc.)

   - Student-teacher linkages including the percentage of instructional time for each student by teacher for a specific assessment.

   - Customer to provide student-level STAAR assessment data for the 2023-24 school year.

   - Customer will be readily available to participate in discussions, meetings, and walk-through of interim work products and deliverables.

   - Any delivery timelines are dependent on the delivery of data, from the customer to SAS, in the agreed upon format.

   - Customer will provide data in a mutually agreed upon format (preferably as a delimited, fixed width or SAS data set, with header record that provides a name for each field) that remains consistent, that is the file format is the same for historical data and ongoing data.

   - Customer authorizes SAS to pool data provided by Customer under this Agreement with data SAS may receive pursuant to seperate contracts entered into between SAS and other school districts within Texas ("Third Party Schools"). Customer acknowledges and agrees that data provided by it under this Agreement may be combined with data from Third Party Schools for the limited purpose of providing both Customer and Third Party Schools an enhanced pool of information from which to generate reports which

may be provided to Customer or such Third Party Schools. Customer will not be able to receive direct access to any third party data and SAS will not permit any Third Party Schools to access any Customer data, provided, however, SAS may provide general information which anonymously describe Customer's student, teacher, or district demographics.

C. **Fee.** The fee for the Services ("**Fee**") is set forth in the Quotation. The fees for Services set forth in the Quotation on Line 1 are based on the number of tested students (up to 9,000). The fee applies regardless of the number of tests students take, provided the data is obtained from Customer either longitudinally merged or with each student having a unique numeric identifier consistent over years so that the longitudinal merging can be easily completed. After SAS completes analysis of a specific set of data, if Customer subsequently submits additional data requiring a new analysis, then an additional fee will be applied for the new analysis, and this will constitute a new Result. Fees for customized analyses will also be specified in an applicable amendment.

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