

SOFTWARE IMPLEMENTATION AND LICENSE AGREEMENT

This is an Agreement by and between A3 Education Software LLC, having a principal place of business at Suite 209, 4500 - 140th Avenue North, Clearwater, Florida 33762, a corporation organized under the laws of the State of Florida, United States of America, (hereinafter "LICENSOR") and BREVARD PUBLIC SCHOOLS (hereinafter "BPS") having its principal place of business at 2700 Judge Fran Jamieson Way, Viera, Florida, 32940 (hereinafter "LICENSEE").

DEFINITIONS

1. "Software Product" shall mean the deliverable executable software product described in the Statement of Work of Exhibit "A" attached hereto and incorporated by reference herein.
2. "Utility Software" shall mean the software tool set currently developed by Licensor that may be from time to time further enhanced, modified and/or supplemented by Licensor during the course of this Agreement.

IMPLEMENTATION OF SOFTWARE PRODUCT

3. In consideration for the compensation set forth below, LICENSOR shall use its best efforts to implement the Software Product in accordance with the Statement of Work of Exhibit "A" hereto.

OWNERSHIP AND CONFIDENTIALITY OF INTELLECTUAL PROPERTY

4. LICENSEE and LICENSOR hereby agree that the Utility Software and the Software Product heretofore developed and any and all additions, modifications, enhancements

and improvements to the Utility Software and the Software Product developed during this Agreement shall be owned exclusively by LICENSOR. LICENSEE agrees to assign and convey, and hereby does assign and convey, to LICENSOR, any and all worldwide rights to any know-how, show-how, improvements, inventions, copyrights and all other intellectual property rights relating to the Utility Software and the Software Product and to improvements or uses thereof free and clear of any and all claims for royalties or other compensation. Interfaces developed by the LICENSEE shall remain the property of the LICENSEE unless otherwise agreed.

5. Each party expressly agrees to hold in confidence and use its best efforts to protect all information provided by either party to the other relating to the disclosing party's business, including without limitation products, services, clients, markets, software, developments, inventions, processes, and designs ("Confidential Information"). Each party shall not disclose the other party's Confidential Information to any third party, and shall use it for the sole purpose of performing under this Agreement. The term "Confidential Information" shall not include any information which: (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the receiving party, (b) the receiving party can demonstrate was already in its possession prior to disclosure hereunder or is subsequently disclosed to the receiving party with no obligation of confidentiality by a third party having the right to disclose it or (c) is independently developed by the receiving party without reference to the disclosing party's Confidential Information. Upon the termination of this Agreement, each party shall either return the other's Confidential Information in its possession (including all copies) or shall, at the disclosing party's direction, destroy the other party's Confidential Information (including all copies) and certify its destruction to the disclosing party. Except as expressly set forth herein, LICENSEE will not disclose nor utilize any information embodied

within the Utility Software and the Software Product and shall not reverse engineer, decompile or otherwise attempt to learn more about the Utility Software or the Software Product than what is disclosed to LICENSEE by LICENSOR. Each party agrees and acknowledges that any such violation or threatened violation of this paragraph will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach of this paragraph. The parties acknowledge and agree that LICENSEE is subject to the provisions of Chapter 119, Florida Statutes and therefore the forgoing prohibitions relating to the Confidential Information shall be enforceable by LICENSOR against LICENSEE only to the extent allowed by Chapter 119, Florida Statutes. Notwithstanding the foregoing, it is understood and agreed that, pursuant to Chapter 119.07(3)(o), Florida Statutes, the Software Product and Utility Product are exempt from disclosure under Chapter 119, Florida Statutes and Section 24(a), Article 1 of the State Constitution since they are encompassed by the term “data processing software” as defined in Chapter 119.07(3)(o)(1) and constitute trade secrets of LICENSOR which LICENSEE is prohibited from disclosing.

GRANT OF LICENSE

6. Upon receipt of all of the implementation compensation set forth below, LICENSOR shall grant to LICENSEE a non-exclusive right and license to run the Software Product on LICENSEE's server(s). LICENSEE shall not duplicate, disseminate, publish or sell the Utility Software or the Software Product in any manner or for any purpose except for use in running the Software Product on the single cluster of servers. LICENSOR will place in escrow the source code for the Utility Software or Software Product and updates to which LICENSEE is entitled to under the terms of this Agreement with DSI Technology Escrow Services pursuant to

its "FlexSAFE" Two-Party Agreement that provides for LICENSEE as the beneficiary to receive the source code from the escrow agent in the event LICENSOR has been subjected to a voluntary or an involuntary bankruptcy proceeding which will result in a termination of the business of LICENSOR or if LICENSOR is permanently out of business and no longer operating.

LICENSOR shall invoice LICENSEE for the charges of DSI Technology Escrow Services for their escrow services including their initial setup, annual fees and other service options as estimated in Section III of Exhibit "A", and LICENSEE shall then tender payment to LICENSOR to pay DSI Technology Escrow Services for such escrow services. In the event LICENSEE fails to pay or otherwise chooses not to continue with the escrow with DSI Technology Escrow Services, the escrow obligations hereunder shall cease.

7. LICENSEE further agrees that it will never knowingly commit any act or knowingly aid any third party in committing any act which may jeopardize in any way any rights of LICENSOR in or to the Utility Software or the Software Product. Without limitation of the foregoing, LICENSEE shall not run or incorporate the Utility Software or the Software Product on any operating system or in conjunction with any other software that would result in any express or implied licensing of the Utility Software or Software Product beyond the scope of this Agreement with LICENSEE.

8. LICENSOR does not grant to LICENSEE any trademark rights and LICENSEE agrees not to use any of LICENSOR'S trademarks, logos, insignias or the like.

COMPENSATION

9. For implementing the Software Product, LICENSEE agrees to pay LICENSOR the total implementation fee in cash as identified in the Payment section set forth in the Statement of Work of Exhibit "A". The implementation fee shall be paid to LICENSOR in payments

according to the schedule more particularly set forth in the Statement of Work of Exhibit "A" hereto.

10. For the continued use of the Software Product, LICENSEE agrees to pay LICENSOR the annual license fee in cash as identified in the Payment section set forth in the Statement of Work of Exhibit "A". The annual license fee shall be paid to LICENSOR in payments according to the schedule more particularly set forth in the Statement of Work of Exhibit "A" hereto.

11. LICENSEE acknowledges that this Agreement does not encompass any additional work beyond the implementation of the Software Product as specified in the Statement of Work of Exhibit "A". LICENSOR shall timely provide LICENSEE with additional statements of work including cost estimates and delivery and payment schedules, for any additional work that may be requested from time to time, by LICENSEE.

VALIDITY, INFRINGEMENT, EXCLUSION OF WARRANTY AND INSURANCE

12. LICENSOR may, in its own name, bring or prosecute infringement suits against others who are infringing the Utility Software or the Software Product and shall be entitled to all recovery therefrom. LICENSOR shall have the full and sole right to control such suit or other proposed litigation and may discontinue any such suit or proposed litigation at any time upon giving thirty (30) days written notice of its intent to do so to LICENSEE. LICENSEE may, at its sole option, thereafter elect to continue such suit or other litigation at its own expense as evidenced by written notice to LICENSOR, and in such event, LICENSEE shall be entitled to all recovery therefrom, but shall keep LICENSOR fully advised of the progress of such continued suit or other litigation.

13. It is mutually agreed between the parties that nothing herein contained shall be construed to require either party to expend money in litigation or in the enforcing of any intellectual property, unless it so elects and in the event a party proceeds with litigation in the name of the other party in any cause in which such other party is not voluntarily a party, as evidenced by written notice, such party shall and agrees, to the extent allowed by law, that each party is responsible only to itself for any and all liabilities arising there under, including, but not limited to, attorney's fees, court costs, and damages arising out of counterclaims, cross-claims and the like.

14. LICENSOR represents and warrants that

(A) the Software Product does not contain any viruses, expiration, time-sensitive devices or other harmful code that would inhibit use of the Software Product; and

(B) the Software Product, when used in accordance with its documentation, is capable of performing the functions, calculations, and other computing processes of the Software Product (collectively, "Processes") correctly regardless of the date in time on which the Processes are actually performed and regardless of the date input to the Software Product, whether before, on or after January 1, 2000, and whether or not the dates are affected by leap years.

15. LICENSEE EXPRESSLY AGREES THAT USE OF THE SOFTWARE PRODUCT AND UTILITY SOFTWARE IS AT LICENSEE'S SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER LICENSOR, ITS EMPLOYEES, AFFILIATES, AGENTS, MERCHANTS, OR THE LIKE, WARRANT THAT SOFTWARE PRODUCT OR UTILITY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE PRODUCT AND UTILITY SOFTWARE,

OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED.

16. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE PRODUCT AND UTILITY SOFTWARE ARE PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY LICENSOR, ITS EMPLOYEES, AGENTS, MERCHANTS OR THE LIKE, SHALL CREATE A WARRANTY; NOR SHALL LICENSEE RELY ON ANY SUCH INFORMATION OR ADVICE.

17. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL LICENSOR, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR ADVERTISING THE SOFTWARE PRODUCT AND UTILITY SOFTWARE, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR OF INABILITY TO USE THE SOFTWARE PRODUCT AND UTILITY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, RELIANCE BY LICENSEE OR ITS CLIENTS ON ANY INFORMATION OBTAINED; OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD,

COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ANY RECORDS, PROGRAMS OR SERVICES. LICENSEE HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, SERVICES AND REPORTS AVAILABLE THROUGH OR GENERATED BY THE SOFTWARE PRODUCT AND UTILITY SOFTWARE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LICENSOR'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

18. HOLD HARMLESS – During the term of this service and maintenance agreement the LICENSOR shall indemnify, hold harmless, and defend the School Board of Brevard County, Florida, its agents, servants and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Board, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim and every claim or demand or assertion arising out of the products, goods or services furnished by the LICENSOR, its agents, servants or employees, or any of its equipment when such persons or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, installing equipment, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, including the Board's property, or death of any person, group or organization, whether employed by the LICENSOR or the Board or otherwise.

19. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE TOTAL LIABILITY OF LICENSOR, OR ITS EMPLOYEES, AFFILIATES, AGENTS,

MERCHANTS OR OTHERS IN PRIVY THEREWITH, FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EITHER JOINTLY OR SEVERALLY, EXCEED THE LESSER OF \$45,600 OR TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT. The foregoing paragraphs of this section are for the benefit of LICENSOR, its employees, directors, affiliates, agents, and the like, and each shall have the right to assert and enforce the provisions directly on their own behalf.

MARKING

20. LICENSEE agrees that the Utility Software and the Software Product shall be marked with the statutory copyright marking of LICENSOR. LICENSEE agrees to comply with all other reasonable directions from LICENSOR regarding this notice provision. Neither party shall remove the other party's copyright nor other proprietary notices on any materials provided hereunder. LICENSEE'S hard copy reports shall not be marked with proprietary notices.

TERMINATION

21. If LICENSEE shall have failed in the performance of any of its covenants under this Agreement, including but not limited to the payment of the compensation contemplated by Paragraphs 9, 10 or 11, LICENSOR may terminate this Agreement upon written notice thereof to LICENSEE. With respect to any breach other than failure to pay the compensation contemplated by Paragraphs 9, 10 or 11, LICENSOR may terminate this Agreement only if (a) LICENSOR provides LICENSEE written notice listing the specific failure of performance and (b) LICENSEE fails to correct such failure of performance within thirty (30) days following its receipt of such notice. Notwithstanding any provision herein to the contrary, once LICENSEE has paid to LICENSOR payments due as specified in Paragraph III of the Statement of Work of Exhibit "A",

LICENSEE, at LICENSEE's sole option, may cancel this Agreement upon thirty (30) days written notice to LICENSOR with no further obligation to pay the remaining compensation contemplated Paragraph III of the Statement of Work of Exhibit "A" for the continued use of the Software Product.

22. Termination Due to Non-Appropriation of Fiscal Funding - The School Board of Brevard County reasonably believes that sufficient fiscal funds will be obtained for the term of this agreement. The School Board shall have the right, within thirty (30) days after the beginning of the 2009/10 fiscal year (July 1, 2009) and any subsequent years to terminate this agreement, upon written notice, without further obligation if fiscal funds are not appropriated.

23. Termination of this Agreement shall not relieve either party of its obligations incurred up to the date of termination. Upon termination, all rights in the Software Product and the Utility Software shall terminate and shall revert to and be assigned to LICENSOR. Upon termination, LICENSEE shall uninstall the Software Product from all of its computer server(s) and shall deliver all the software code, manuals, and other documents and things relating to the Software Product to LICENSOR or, if LICENSOR so elects and under its direction and control, LICENSEE shall destroy the same. The confidentiality of the Confidential Information specified in Paragraph 5 of this Agreement shall survive the termination of this Agreement.

NOTICE

24. Any notice or communication required or permitted hereunder shall be deemed to be duly given when sent by certified mail, return receipt requested, to the last known address of the other party.

25. Until otherwise notified in writing, the addresses of the parties hereto for purposes of such notice or communications are as set forth on page one of this Agreement.

MISCELLANEOUS

26. This Agreement shall enure to the benefit of and be binding upon each party, but shall not be transferred to or assigned by either party, except with the written consent of the other party, which may be withheld in its sole and absolute discretion. The foregoing notwithstanding, either party hereto shall have the right to assign this Agreement and/or any of its right or obligations hereunder to any entity controlling, controlled by or under common control with such party or to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party.

27. In the event any Article or part thereof contained in this Agreement is declared invalid or unenforceable by a final judgment to decree of a court of competent jurisdiction from which no appeal is taken, all other Articles and parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.

28. Nothing in this Agreement is intended to be construed so as to regard LICENSOR and LICENSEE as partners or joint venturers, or either party hereto as the employee or agent of the other party thereto, or the employees or agents of either party hereto as employees or agents of the other party hereto. Except as expressly set forth herein, neither party hereto has any express or implied right under this Agreement to assume or create any obligations in behalf of or in the name of the other party hereto or to bind the other party hereto to any contract, agreement or undertaking with any third party.

29. This Agreement is one made and executed in Florida and shall be construed in accordance with the laws of the State of Florida without regard to the application of conflicts of law principles. Each party agrees that any action or proceeding that may be brought in connection

with this Agreement must be brought against the other party in state court in Brevard County, Florida or in federal court of the Middle District of Florida in Orlando, Florida and each party hereto hereby consents and shall not oppose for any reason such jurisdiction and venue.

30. If it is necessary for either party to commence a legal action to enforce any right or require performance of any obligation hereunder, then the prevailing party in such legal action shall, to the extent allowed by law, be entitled to recover its reasonable attorney fees and costs for such legal action, including its reasonable attorney fees and costs for any appeal of the final order or judgment of the trial court or arbitration panel.

31. The failure of any party hereto to exercise any right, power or option hereunder or to insist upon strict compliance with any terms hereof by any other party shall not constitute a waiver of such terms and conditions with respect to any other subsequent breaches thereof nor a waiver of its right at any time thereafter to require exact and strict compliance with any other terms and conditions of this Agreement.

32. This Agreement represents the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any prior agreement or understanding, oral or written, with respect to the subject matter hereof and cannot be modified except in writing signed by all parties.

LIST OF EXHIBITS

33. The following Exhibits appended hereto are incorporated by reference herein.

Exhibit "A" – Statement of Work [including the Product Description, Implementation Stages and Milestones, Payment and Division of Responsibilities }

Exhibit "B" – A3 Vision Proposal [overview of initial proposal]

LICENSEE: BREVARD PUBLIC SCHOOLS

By _____ Date_____

Name: Richard A. DiPatri, Ed.D.

Title: Superintendent

LICENSOR: A3 Education Software LLC

By _____ Date_____

Douglas Collins, CEO

Exhibit A

Statement of Work

I. PRODUCT DESCRIPTION

The following list identifies the supported products from the A3 suite and their supported educational programs:

- A3-Vision provides visual insight through interactive charts giving a holistic view of student, teacher, school, and district performance.
 - Includes A3-Group Management providing the ability for educators to group students for purposes of differentiated instruction, tracking group performance, managing group intervention plans, studying groups of students and facilitating differentiated instruction
 - Includes A3-Risk providing the student risk identification based on multiple factors.
 - Includes 4 days of policy maker training professional services

The technical architecture for the system will utilize the following technologies:

- Operating System: Windows NT/Windows 2000
- Database: SQLServer
- CORBA: Visibroker
- Server: C++/Java
- Client: Java/JavaScript/HTML

The application architecture for the system will provide the following:

- Centralized Application Server at District
- Tiered Level Access to Information
- Historical Retention of Information
- Intranet Accessibility
- Distributed Components and Scalable Application Server(s)
- Heterogeneous Client Platform Support Via Web Access (Mac and PC)

II. IMPLEMENTATION STAGES AND MILESTONES

Stage	Milestone	Responsible	Description
Install	Deliver to SFWorks: Hardware Server and third party software	District	District needs to provide a hardware server that will support the A3 application server for their district use. This includes hardware and third party software components. The server and third party software need to be sent to SFWorks.
	Deliver SIS extract files to SFWorks	District	District provides SIS extract data to SFWorks in A3 format.
	Complete SIS extract file modifications	District	District fixes data anomalies with extract data and student system.
	Provide initial policy and best practice to SFWorks	District	District provides their initial policy and best practice to SFWorks in A3 format.
	Network installation prerequisites	District	District provides completed network prerequisites form to SFWorks.
	A3 Server placed on district network	District	District places A3 Server on district's network and validates connection out at school and district locations..
Post-Install	A3 Server site installation review and orientation	District/ SFWorks	SFWorks verifies A3 Server is installed and provides a brief orientation illustrating district's A3 installation.
	Data validation	District	District validates that data loaded from SIS is correct at each individual school. Anomalies are reported and reconciled.
	Policy Maker training	District/ SFWorks	SFWorks trains policy maker on policy and practices administration.
	Consolidated list of district policy and best practices change request	District	District provides a consolidated list of district policy and best practices changes requested.
	Put district policies and best practices into A3	District/ SFWorks	District makes policy and practices adjustments to ensure effective use of A3 in district.
	Confirm satisfactory policy and practices - (Acceptance)	District	District confirms and accepts policy and practices configuration of A3.
Rollout	District training*	District	District provides district-wide training.
	District rollout*	District	District responsible for rollout to schools.
	District rollout monitoring/improvement*	District	District responsible for utilizing A3 to facilitate district policy and best practices, monitor use, and improving quality of education environment.

NOTE: All milestones in previous stage must be completed before starting next stage. SFWorks requires a minimum of two weeks turnaround to implement any changes. All change requests must be sent via email and include the specific changes to be implemented.

* Additional training, policy and practices modification requests and consultative services may be purchased to assist the rollout and post-rollout effort.

III. PAYMENT

A3 Education Software will receive a total of \$45,600.00 per year in cash for the A3-Vision, annual license fee. The annual license fees for A3-Vision will be paid according to the payment schedule reflected in the table below.

Payment #	Description	Due Date	Amount
1	Annual licensing for A3-Vision (2009/10)	After Board Approval	\$45,600
2	Annual licensing for A3-Vision (2010/11)	8/1/2010	\$45,600
3	Annual licensing for A3-Vision (2011/12)	8/1/2011	\$45,600
4	Annual licensing for A3-Vision (2012/13)	8/1/2012	\$45,600
5	Annual licensing for A3-Vision (2013/14)	8/1/2013	\$45,600
	Source Code Escrow - Initial Setup Fee		\$3000
	Source Code Escrow - Annual Fee		\$2000

IV. DIVISION OF RESPONSIBILITY

- A3 Education Software will provide the A3-Vision software implementation, installation and documentation for BREVARD PUBLIC SCHOOLS.
- BREVARD PUBLIC SCHOOLS will provide to A3 Education Software load data files in A3 format including sample load data, and actual load data files for all data to be loaded into the system.
- BREVARD PUBLIC SCHOOLS will provide installation target platform hardware and supporting software identified above in technical architecture.
- BREVARD PUBLIC SCHOOLS will provide A3 Education Software with a remote accessibility to the A3 Server.
- BREVARD PUBLIC SCHOOLS is responsible for implementing district's policy and practices into A3.
- A3 Education Software and BREVARD PUBLIC SCHOOLS will jointly identify specific dates to coordinate integration and delivery milestones within the Implementation Plan.
- BREVARD PUBLIC SCHOOLS may request additional services, reports and forms, which A3 Education Software may provide on a time and material basis or a fixed price based on analysis and requirements evaluation.
- BREVARD PUBLIC SCHOOLS is responsible for all operations and maintenance of A3 server including but not limited to student information system (SIS) updates, validation of SIS extracts for A3 imports, A3 data loads and validation, A3 system backups, network support & maintenance, environmental preparation & maintenance and hardware maintenance.

Exhibit B

Brevard District Wide Discount



A3 Proposal Expires: 30-Jun-2009

District: Brevard County School Board Contact Info: Phone1:(321)633-1000 Address: 2700 Judge Fran Jamieson Way Viera, FL, 32940 Student Population: 75000	Quote Number: FL-BPS-16 Account Manager: Douglas Collins A3 Education Software, LLC 4500 140th Ave. N., Suite 209 Clearwater, FL 33762 727-535-6500 Phone1:727-535-6500 Fax:727-535-5660 mobile:727-410-1887 douglas.collins@a3educationsoftware.com		
Summary			
Products: A3-Vision, A3-Group, A3-Risk Supported Student Population: 16000 Student or more (District Wide equals \$0.62 a student)	First Year License Fee: \$45,600 Annual License Fee : \$45,600 First Year Total Fee : \$45,600 Total Savings : (\$163,883.00)		
Details			
Product	Units	Description	Cost
A3-Vision	16000 Student or more	Provides visual insight through interactive charts giving a holistic view of student, teacher, school and district performance.	Bundled Discount
A3-Risk	16000 Student or more	Identifies student's risk levels across multiple factors	Bundled Discount
A3-Group	16000 Student or more	Allows educators to group students and track groups along with support for differentiated instruction.	Bundled Discount