



**REGION 7 EDUCATION SERVICE CENTER
DMAC SOFTWARE LICENSE AGREEMENT - TEKSREADY**

This Software License Agreement (the “Agreement”) is entered into as of September 1, 2026 (the “Effective Date”) by and between Region 7 Education Service Center (“REGION 7 ESC”) and Calallen ISD (the “Licensee”) and shall continue through August 31, 2027.

1. PURPOSE.

Distributor has obtained rights from Region 10 Education Service Center (“Region 10”) to distribute and sublicense access to the TEKSready product. Licensee desires to obtain a limited license to access and use TEKSready subject to the terms and conditions set forth herein.

This Agreement is intended to satisfy Distributor’s obligation to assure that its Clients execute a written License Agreement with terms and conditions respecting TEKSready and Region 10 substantially similar to, and no less restrictive than, those required by Region 10.

2. DEFINITIONS.

“TEKSready” means the assessment product developed and owned by Region 10 Education Service Center, including individual items, materials associated with the items such as reading passages and graphics, and scoring materials.

“Items” means individual assessment items and all related materials included within TEKSready.

“Derivative Works” means all revisions, modifications, translations, adaptations, transformations, assessments created using TEKSready, and any other derivative works created from TEKSready or the Items.

“License” means the limited right granted under this Agreement to access and use TEKSready.

3. **DEFINITIONS.**

Distributor hereby grants to Licensee a limited, non-exclusive, non-transferable right and license to access and use TEKSready within the State of Texas (the state in which Licensee is organized, authorized, and resides) to provide non-commercial access to and use of any or all of the Items from Region 10's TEKSready materials to students enrolled within the Licensee's schools/district for the purpose of performing assessments of those students (the "License").

All rights, licenses, and privileges not expressly granted to Licensee under this License remain exclusive to Region 10.

Without limiting the foregoing, Licensee acknowledges that:

- Region 10 retains all rights under copyright and all other intellectual property rights in and to TEKSready;
- Region 10 retains all rights in and to the Items;
- Region 10 retains all rights in and to all Derivative Works.

Licensee shall not:

- Transfer, sublicense, assign, lease, sell, or distribute TEKSready or any Items;
- Use TEKSready for any commercial purpose;
- Use TEKSready outside the State of Texas;
- Modify Items without prior written approval from Region 10;
- Use TEKSready for any purpose other than student assessments.

4. **TERM AND TERMINATION.**

This License shall commence on the Effective Date and continue for the term specified in the applicable purchase documentation, unless earlier terminated.

Licensee's rights to access and use TEKSready, the Items, and all Derivative Works shall terminate upon the earlier of:

Termination of this Agreement between Licensee and Distributor granting this License; or

Termination of Distributor's right and license to sublicense TEKSready from Region 10.

Upon termination, Licensee shall immediately cease all use of TEKSready, the Items, and any Derivative Works.

Licensee acknowledges that use of TEKSready, the Items, or Derivative Works after termination is strictly prohibited and constitutes infringement of Region 10's intellectual property rights.

5. MODIFICATIONS BY REGION 10.

Throughout the term of the License, Region 10 shall have the right, in its sole discretion, to modify TEKSready, including the addition, modification, and deletion of specific Items and/or passages from TEKSready.

Licensee acknowledges that such modifications may occur without prior notice.

6. REGIONS 7 AND 10 REPRESENTATIONS, WARRANTIES, AND LIMITATIONS OF LIABILITY.

LICENSEE ACKNOWLEDGES AND AGREES THAT REGIONS 7 AND 10 MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR TITLE.

REGIONS 7 AND 10 IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS, OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY LICENSEE USING TEKSREADY.

REGIONS 7 AND 10 SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF TEKSREADY OR ANY ITEMS:

A. TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY REGION 10;

B. FOR ANY PURPOSE OTHER THAN STUDENT ASSESSMENTS; OR

C. FOR FAILURE TO USE THE ITEMS OR TEKSREADY IN ACCORDANCE WITH THIS AGREEMENT OR LICENSEE'S AGREEMENT WITH DISTRIBUTOR.

REGIONS 7 AND 10 ARE NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS, OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE DELIVERY PLATFORM.

REGIONS 7 AND 10 SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT.

IN NO EVENT SHALL REGIONS 7 AND 10 BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER INDIRECT DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL REGIONS 7 AND 10 BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR DAMAGES IN EXCESS OF THE FEES PAID TO REGIONS 7 AND 10 BY OR ON BEHALF OF LICENSEE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

7. LIMITATION OF LIABILITY OF DISTRIBUTOR.

To the extent permitted by Texas law, Distributor's liability under this Agreement shall be limited to the amount paid by Licensee under this Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim.

Nothing herein shall be construed as a waiver of governmental immunity or other protections afforded to Texas education service centers under applicable law.

8. GOVERNING LAW; VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflicts of laws principles.

If any legal dispute arises under this Agreement that is not settled by negotiation, the parties agree to submit to the exclusive jurisdiction of the state or federal courts located in Dallas County, Texas.

Licensee waives any claim that such forum is inappropriate or inconvenient.

TEKSReady (2026-2027)

	Fee	Enrollment	Total
TEKSReady	\$1.75	3,635	\$6,361.25

LICENSEE: (required)

Title

Name (printed)

Signature

Signature Date