

CONTRACT NAME: AGREEMENT BETWEEN RELIANCE COMMUNICATIONS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is Addendum No. 4 for School Messenger which is the notification service used by DJUSD to quickly deliver large volumes of messages through multiple channels. Messages can be sent via voice, email and soon to be text messages for the purpose of pertinent announcements, attendance and emergency notifications.

The fiscal impact is \$21,535.00. This allocation is included in the current Instructional Technology Services board-approved budget; no additional funding is being requested.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 4

SchoolMessenger ASP Plus Terms Of Service And ASP Plus Privacy Policy

THIS ADDENDUM No. 4 ("Addendum No. 4") to SchoolMessenger ASP Plus Terms of Service and ASP Plus Privacy Policy ("Agreement") is entered into this 1st day of July 2016, ("Effective Date"), by and between Reliance Communications Inc., a California corporation, ("Company") and the Davis Joint Unified School District, a California public school district ("Customer"), to extend the term of the Agreement for the 2016-2017 school year and make additional revisions as follows:

1. Addendum No. 3 remains in place with the following changes.
2. The term of the Contract shall be from July 1, 2016 through June 30, 2017.
3. Delete Paragraph 2 in its entirety and replace it with the following:
 2. In Addendum No. 1, Article I, Contract Terms, delete Section 2 and replace it with the following:
 2. Customer's Purchase Order No. _____
(attached hereto and hereby incorporated by reference as Exhibit "A");
4. Delete Paragraph 3 in its entirety and replace it with the following:
 3. In Addendum No. 1, delete "Exhibit A (Purchase Order No. 140050)" and replace it with the attached "Exhibit A (Purchase Order No. _____)."
5. All of the remaining terms of Addendum No. 1 and Addendum No. 3 to SchoolMessenger ASP Plus Terms of Service and ASP Plus Privacy Policy are hereby incorporated by reference into Addendum No. 4 as if fully setout herein.

There are no other changes.

IN WITNESS WHEREOF, the Parties hereto have entered in to this Addendum No. 4 as of the Effective Date.

**DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

RELIANCE COMMUNICATION INC.

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

(Purchase Order No. _____)

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 3

SchoolMessenger ASP Plus Terms Of Service And ASP Plus Privacy Policy

THIS ADDENDUM No. 3 ("Addendum No. 3") to SchoolMessenger ASP Plus Terms of Service and ASP Plus Privacy Policy ("Agreement") is entered into this 1st day of July 2015, ("Effective Date"), by and between Reliance Communications Inc., a California corporation, ("Company") and the Davis Joint Unified School District, a California public school district ("Customer"), to extend the term of the Agreement for the 2015-2016 school year and make additional revisions as follows:

1. Replace Addendum No. 2 in its entirety with this Addendum No. 3.
2. Delete Section 2 of Addendum No. 1, Article I. Contract Terms, and replace it with the following:
 2. Customer's Purchase Order No. _____ (attached hereto and hereby incorporated by reference as Exhibit "A")
3. Delete "Exhibit A (Purchase Order No. 140050)" and replace it with the attached "Exhibit A (Purchase Order No. _____)."
4. Delete the existing Article IV. Protection of Student Education Records and Information in its entirety and replace it with the following:

IV.

PROTECTION OF STUDENT EDUCATION RECORDS AND INFORMATION

A. Ownership and Control of Pupil Records. Pupil Records shall continue to be the property of and under the control of the Customer in accordance with California Education Code Section 49073.1. For purposes of this Contract, "Pupil Records" means, both any information directly related to a pupil that is maintained by the Customer and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employee and also includes Student Information as that term is used in Addendum No.1. For purposes of this Contract, "Pupil Records" does not mean deidentified information, including aggregated deidentified information, used by Company to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Company's products in the marketing of those products; or for the

development and improvement of educational sites, services, or applications. For purposes of this Agreement, "Deidentified Information" means information that cannot be used to identify an individual pupil.

B. Ownership and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, as defined herein, or may transfer Pupil-Generated Content to a personal account by notifying the Customer's Director of Information Technology or designee in writing of such request. The Customer will provide a written request to Company's [insert contact person] and Company shall return the Pupil-Generated Content in a format acceptable to the Customer, within five (5) days of receiving the Customer's request. For purposes of this contract, "Pupil Generated Content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

C. Use of Pupil Records. Company shall not use any information in the Pupil Records for any purpose other than those required or specifically permitted by this Agreement.

D. Review of Pupil Records. A parent, legal guardian, or pupil who has reached the age of 18 may review personally identifiable information in the pupil's records and correct erroneous information by notifying the Customer's Director of Information Technology or designee in writing, of such request. The Customer will meet with parent, legal guardian, or pupil who has reached the age of 18 to review and correct any information in the Pupil's Records. The Customer will notify Company of the need to review Pupil Records and or make corrections to any Pupil Records in writing. Company shall provide such Pupil Records and/or correct such errors within five (5) days of receipt of written notice. Company shall cooperate with the Customer in complying with this mandate.

E. Security and Confidentiality of Pupil Records. Company agrees to hold Pupil Records in strict confidence. Company shall not use or disclose Pupil Records received from or on behalf of Customer except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Customer. Company agrees that it will protect the Pupil Records it receives from or on behalf of Customer, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Company will designate and train responsible individuals, to ensure the security and confidentiality of Pupil Records. Company shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Pupil Records received from or on behalf of Customer, as set forth in Section 10 of this contract. These measures shall be extended by contract to all subcontractors used by Company. If Customer reasonably

determines in good faith that Company has materially breached any of its obligations under this section, Customer may, in its sole discretion, terminate the Agreement immediately if cure is not possible. Customer shall provide written notice to Company describing the violation, the action it intends to take and the timeframe for such action.

F. Breach Notification Process. Company, within one (1) business day of discovery, shall report to Customer any use or disclosure of Pupil Records not authorized by the contract or in writing by the Customer. Company's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Pupil Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Company has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure. Company shall provide such other information, including a written report, requested by Customer. In the event of an unauthorized disclosure of a Pupil's Records, affected parents, legal guardians, or pupils who have reached the age of 18 will be notified in writing and provided with details and next steps to address the specific breach. Compliance with these requirements shall not, in itself, absolve Company of liability in the event of an unauthorized disclosure of Pupil Records.

G. Retention and Destruction of Pupil Records. Company certifies that Pupil Records shall not be retained or available to Company upon completion of the term of the contract. At the termination of the contract, Pupil Records in the possession of Company shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of the contract, Company shall return all Pupil Records to Customer in a format acceptable to Customer, or if return is not feasible as determined by Customer in written notice to Company, destroy any and all Pupil Records. Company shall not destroy any Pupil Records without express written permission of Customer. Company shall comply with any litigation hold or order to preserve Pupil Records.

H. Compliance with Applicable Laws. The Customer and Company will jointly ensure compliance with the Federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) through following the confidentiality provisions as set forth in this contract, as well as applicable Customer Board policies. The parties acknowledge and agree that the Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including FERPA, and that Company is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the services hereunder. In addition to FERPA, Company shall comply with all Federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Company; the services being provided by Company; Company's business, equipment and personnel engaged in operations covered by this contract; and the protection of Pupil Records and PII, including but not limited to Education Code section 49060 et seq., the Children's Online Privacy

Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA). Company certifies that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of Pupil Records, and Company will comply with all such requirements.

I. Prohibition on Targeted Advertising. Company shall not use PII in Pupil Records to engage in targeted advertising.

5. All of the remaining terms of Addendum No. 1 to School Messenger ASP Plus Terms of Service and ASP Plus Privacy Policy are hereby incorporated by reference into Addendum No. 3 as if fully setout herein.

There are no other changes.

IN WITNESS WHEREOF, the Parties hereto have entered in to this Addendum No. 3 as of the Effective Date.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: 

Title: Associate Superintendent, Business Services

RELIANCE COMMUNICATION INC.

By: 

Title: SENIOR VICE PRESIDENT

EXHIBIT A

(Purchase Order No. _____)

Davis Joint Unified School District

526 B Street
Davis, CA 95616
(530) 757-5300 Fax: (530) 757-5319

**PURCHASE
ORDER**

No. 152783

MERCHANDISE AND/OR SERVICES MUST SHOW THIS
NUMBER ON INVOICES, PACKAGES AND
CORRESPONDENCE.

SHIP TO:

DAVIS JOINT UNIF SCHOOL DIST
WAREHOUSE
1919 FIFTH STREET
DAVIS CA 95616

NOTICE: This P.O. will not be honored for payment until P.O. number is applied and
Business Office Approval is obtained.

TO: 005848
RELIANCE COMMUNICATIONS LLC

718 UNIVERSITY AVE, SUITE 200
LOS GATOS CA 95032

ORDER DATE	SUBMITTED BY	SITE NAME	REQUISITION #
06/10/15	Tara Salaices	DISTRICT OFFICE	153041
PLEASE ENTER OUR ORDER FOR THE FOLLOWING. PAYMENT WILL BE MADE WHEN PURCHASE ORDER IS COMPLETED			

ITEM NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	each	SchoolMessenger renewal complete 12 month unlimited notification services for 1 month of 14-15 and 11 months of 15-16 school year. email copy to hwilson@schoolmessenger.com Quote 66075 June 1, 2015 - May 30, 2016 ***** Return all copies to Technology	21,535.000	21,535.00

BUDGET ACCOUNT CODE

01-513-900-0000-0-0000-7700-5867-5600

21,535.00

Sub Total	\$	21,535.00
Tax	\$	0.00
PO Total	\$	21,535.00

Receiving School or Department shall complete this form & return to Business Office when order is received complete.

(Partial shipments shall be received on "Supplemental Receiving forms".)

_____ Material received complete as ordered.	Close this PO _____
_____ Material received in good condition.	Cancel this PO _____

RECEIVING COPY

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Addendum No. 2 To

SchoolMessenger ASP Plus Terms Of Service And ASP Plus Privacy Policy

THIS ADDENDUM No. 2 ("Addendum No. 2") to SchoolMessenger ASP Plus Terms of Service and ASP Plus Privacy Policy ("Agreement") is entered into this 1st day of July 2014, ("Effective Date"), by and between Reliance Communications Inc., a California corporation, ("Company") and the Davis Joint Unified School District, a California public school district ("Customer"), to extend the term of the Agreement for the 2014-2015 school year as follows:

1. Delete Section 2 of Addendum No. 1, Article I. Contract Terms, and replace it with the following:
 2. Customer's Purchase Order No. 142303 (attached hereto and hereby incorporated by reference as Exhibit "A")
2. Delete "Exhibit A (Purchase Order No. 140050)" and replace it with the attached "Exhibit A (Purchase Order No. 142303)."
3. All of the remaining terms of Addendum No. 1 to School Messenger ASP Plus Terms of Service and ASP Plus Privacy Policy are hereby incorporated by reference into Addendum No. 2 as if fully setout herein.

There are no other changes.

IN WITNESS WHEREOF, the Parties hereto have entered in to this Addendum No. 2 as of the Effective Date.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: 

Title: Associate Superintendent

RELIANCE COMMUNICATION INC.

By: 

Title: VICE PRESIDENT

EXHIBIT A

(Purchase Order No. 142303)

Davis Joint Unified School District

526 B Street
Davis, CA 95616
(530) 757-5300 Fax: (530) 757-5319

**PURCHASE
ORDER**

No. 142303

MERCHANDISE AND/OR SERVICES MUST SHOW THIS
NUMBER ON INVOICES, PACKAGES AND
CORRESPONDENCE.

SHIP TO:

DAVIS JOINT UNIF SCHOOL DIST
WAREHOUSE
1919 FIFTH STREET
DAVIS CA 95616

NOTICE: This P.O. will not be honored for payment until P.O. number is applied and
Business Office Approval is obtained.

TO: 005848
RELIANCE COMMUNICATIONS LLC

718 UNIVERSITY AVE, SUITE 200
LOS GATOS CA 95032

ORDER DATE	SUBMITTED BY	SITE NAME	REQUISITION #
04/25/14	Tara Salaices	NONE	142878
PLEASE ENTER OUR ORDER FOR THE FOLLOWING. PAYMENT WILL BE MADE WHEN PURCHASE ORDER IS COMPLETED.			

ITEM NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	each	SchoolMessenger renewal complete 12 month unlimited notification services for 14-15 school year Fax/scan po to heather wilson 800-360-7732 or hwilson@schoolmessenger.com Quote 57911 ***** Return all copies to Technology	21,487.500	21,487.50

NOTICE: A material safety data sheet is required for all classroom chemicals, cleaning supplies, products used to operate offset, mimeograph and spirit duplicator equipment, products used in art classes, maintenance and transportation dept. supplies and office supplies as required.

BUDGET ACCOUNT CODE

01-000-000-0000-0-0000-0000-9330-0000

21,487.50

Sub Total	\$	21,487.50
Tax	\$	0.00
PO Total	\$	21,487.50

INSTRUCTIONS TO VENDORS

1. Mail itemized invoices in triplicate & original bill of lading on the date of shipment.
2. Cancel any portion of this PO which cannot be filled by delivery date specified.
3. Ship cheapest way prepaid unless otherwise specified under "special instructions".
4. Packing list must accompany all shipments.
5. Insure parcel post shipments at your expense only.
6. Terms: 2% 10 E.O.M. cash discount if not specified otherwise on invoice.



Authorized Signature

VENDOR COPY

DAVIS UNIFIED SCHOOL DISTRICT

Addendum No. 1 to

SchoolMessenger ASP Plus Terms of Service and ASP Plus Privacy Policy

THIS ADDENDUM NO. 1 is entered into this 1st day of July, 2013, ("Effective Date"), by and between Reliance Communications Inc., a California corporation, ("Company") and the Davis Joint Unified School District, a California public school district ("Customer"), and concurrently with the Customer's Purchase Order No. 140050 to revise the Company's ASP Plus Terms of Service ("Terms of Service") and ASP Plus Privacy Policy ("Privacy Policy") for the SchoolMessenger Services ("Services") provided to the Customer (collectively the Contract"). The Company and Customer are individually referred to as Party and collectively as Parties.

I.

CONTRACT TERMS.

The Contract consists of the following:

1. This Addendum No. 1;
2. Customers' Purchase Order No. 140050 (attached hereto and hereby incorporated by reference as Exhibit "A");
3. Company's SchoolMessenger ASP Plus Terms of Service (attached hereto and hereby incorporated by reference as Exhibit "B"); and
4. Company's SchoolMessenger ASP Plus Privacy Policy (attached hereto and hereby incorporated by reference as Exhibit "C").
5. Company hereby agrees that no other documents, policies, agreements or terms of use shall apply to the Customer, regardless of any reference to such documents by Company on its website and/or in the SchoolMessenger Service, unless expressly agreed to herein.

II.

CONTRACT MODIFICATIONS AND RENEWAL.

Notwithstanding any contrary terms contained in the Terms of Service, and/or the Privacy Policy, the Contract may only be modified and/or renewed by mutual written agreement of the Parties and shall not automatically renew. The second paragraph of Section 4 of the Terms of Service is hereby deleted.

III. **OWNERSHIP OF CUSTOMER DATA.**

All content, copy pictures, and/or Customer Confidential Information uploaded to the Customer website by the Customer, or otherwise provided to Company by the Customer including, without limitation, Student Information as defined below ("Customer Data"), is owned by the Customer. Upon termination or expiration of the Contract, Company shall return to Customer all Customer Data in a usable format as mutually agreed to between the Parties within fifteen (15) calendar days after Contract termination, or such other date as mutually agreed to between the Parties. The last sentence of Section 3 of the Terms of Service is hereby deleted. Section 6.4 of the Terms of Service is hereby deleted.

IV. **PROTECTION OF STUDENT EDUCATION RECORDS AND INFORMATION.**

A. Student Information. Student data, records and information ("Student Information") includes paper and electronic student education record information supplied by Customer, as well as any data provided by Customer students and parents to Company, which is protected by United States and California law, including, but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060, et seq. Company acknowledges that the Contract requires Company to access Student Information to perform its obligations under the Contract and that Company shall be considered a "school official" for purposes of receipt of such Student Information, and Company is familiar with all legal restrictions associated with the use and nondisclosure of Student Information. Both Customer and Company certify that they will abide by California and United States laws concerning confidential Student Information. Student Information is hereby included in the definition of Customer Confidential Information.

B. Prohibition on Unauthorized Use or Disclosure of Student Information. Company agrees to hold Student Information in strict confidence. Company shall not use or disclose Student Information received from, or on behalf of, Customer, except as permitted or required by the Contract, or as required by law. Company agrees that it will protect the Student Information it receives from, or on behalf of, Customer, according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

C. Return or Destruction of Student Information. Upon termination, cancellation, expiration or other conclusion of the Contract, Company shall return all Student Information to Customer, or if return is not feasible as determined by Customer in written notice to Company, destroy any and all Student Information.

D. Customer Remedies. If Customer reasonably determines in good faith that Company has materially breached any of its obligations under this Article, Customer, in its sole discretion, shall have the right to provide Company with a fifteen (15) day period to cure the breach, or terminate the Contract immediately if cure is not possible. Customer shall provide written notice to Company describing the violation and the action it intends to take.

E. Maintenance of the Security of Student Information. Company shall develop, implement, maintain and use appropriate administrative, technical and physical security

measures to preserve the confidentiality, integrity and availability of all maintained or transmitted Student Information received from or on behalf of Customer or its students. These measures will be extended by contract to all subcontractors used by Company.

F. Reporting of Unauthorized Disclosures or Misuse of Student Information. Company, within one business day of discovery, shall report to Customer any use or disclosure of Student Information not authorized by the Contract or in writing by Customer. Company's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Student Information used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Company has done or shall do to mitigate any effect of the unauthorized use or disclosure; and (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure. Company shall provide such other information, including a written report, requested by Customer.

G. Indemnity. Company shall indemnify, defend and hold Customer harmless from all claims, liabilities, damages or judgments involving a third party, including Customer's costs and attorneys fees, which arise as a result of Company's failure to meet any of its obligations under this Article.

V. LIMITATION OF LIABILITY.

Any terms, conditions or provisions limiting Company's liability contained in the Terms of Service, and Privacy Policy shall not apply to any Company liability and/or Customer's remedies associated with Sections II, III, IV, VI, VII, and VIII of this Addendum No. 1.

VI. COMPANY INDEMNITY.

The following clauses shall replace Sections 11.1, 11.2, and 11.3 of the Terms of Service:

A. General Indemnity. Company shall defend, indemnify, and hold harmless Customer, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of the Contract and/or Company's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the negligent, reckless or willful acts or omissions of Company, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them.

B. Intellectual Property Infringement Indemnity.

1. Company shall indemnify, defend, and hold harmless Customer, its officers, agents, and employees against all losses, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees) resulting from any judgment or proceeding in which it is determined or any settlement contract arising out of the allegation, that Company furnishing or supplying Customer with services under the Contract or the Customer's use of the Company technology under the Contract constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party

("Third Party Rights"). The foregoing shall not apply unless Customer has informed Company as soon as practicable of the suit or action alleging such infringement. Customer retains the right to participate in the defense against any such suit or action. Customer agrees to provide Company with prompt notice of any such claims and to permit Company to defend any claim or suit, and that it will cooperate fully in such defense. Customer reserves the right to employ separate counsel and participate in the defense of any claim at its own expense. No limitation of liability set forth elsewhere in the Contract, if any, is applicable to Intellectual Property Indemnity.

2. Should the Company technology or the operation thereof become or, in Company's opinion, likely to become, the subject of a claim of infringement or violation of Third Party Rights, the Customer shall permit Company at its option and expense either to procure for the Customer the right to continue using the Company technology or to replace or modify it with non-infringing software with equivalent or better functionality that is reasonably satisfactory to the Customer.

VII.

INSURANCE

Company agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect Company and Customer against liability or claims of liability which may arise out of this Contract. In addition, Company agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Customer shall be excess and noncontributory." Company shall provide Customer with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Company agrees to name Customer and its officers, agents and employees as additional insured under said policy. Company agrees to maintain workers' compensation insurance as required under the laws of the State of California.

VIII.

TAXES

Company shall pay all contributions, taxes and premiums payable under federal, State and local laws measured upon the payroll of employees engaged in the performance of work under this Contract, and all applicable sales, use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Customer harmless from liability for any such contributions, premiums, and taxes for Company's employees and sub-contractors, if applicable.

IX.

GOVERNING LAW AND VENUE.

The Jurisdiction and Choice of Law provision of the Terms of Service is hereby deleted and replaced with the following:

Governing Law and Venue

Notwithstanding any contrary terms contained in the Terms of Service, the Privacy Policy and/or any other document reference in the Terms of Service or Privacy Policy or on the Company's website for the Service, the Contract and its validity, construction, and performance shall be governed by, and construed in accordance with the laws of the State of California and the laws of the United States of America without giving effect to conflict or choice of law principles. Any dispute, claims, demands or actions arising out of or in relation to the Contract, or the interpretation, making, performance, breach or termination thereof shall be brought in and resolved by the Superior Court of the County of Yolo or in the Federal District Court in Northern California with jurisdiction over the Customer. The Parties agree and submit to such exclusive jurisdiction and venue.

X.

COMPLIANCE WITH APPLICABLE LAWS

SchoolMessenger agrees to comply with all applicable local, state, federal and foreign laws, treaties, regulations and conventions in connection with the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation.

XI.

ORDER OF PRECEDENCE.

In the event of any conflict or inconsistency in the interpretation of the Contract, such conflict or inconsistency shall be resolved by giving precedence as follows:

1. This Addendum No. 1;
2. Customer's Purchase Order No. (Exhibit "A");
3. Company's SchoolMessenger ASP Plus Terms of Service (Exhibit "B");
4. Company's SchoolMessenger ASP Plus Privacy Policy (Exhibit "C").

and

XII.
GENERAL TERMS AND CONDITIONS

A. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in a registered or certified form with postage fully prepaid or by express mail with delivery confirmation to the addresses provided below. The Parties may designate different addresses to which subsequent notices, certificates or other communications will be sent by written notice to the other Party.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Davis Joint Unified School District
526 B Street
Davis, CA 95616
Attn: Bruce Colby
Associate Superintendent, Business Services
Telephone: (530) 757-5300

RELIANCE COMMUNICATIONS, INC.

Attn: _____
Telephone: _____

B. Assignment. No Party shall assign this Contract or any right or privilege any Party might have under this Contract without the prior mutual written consent of all Parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all Parties to carry out and observe each applicable Party's agreements hereunder.

C. Severability. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

D. Entire Agreement, Waivers and Amendments. Section 5.11 of the Terms of Service is hereby deleted and the Customer shall not be bound by any "click wrap" agreements concerning the Service. This Contract incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Contract must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Contract must be in writing and executed by all of the Parties hereto.

E. Execution in Counterpart. This Contract may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

F. Conflicts of Interest. No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Contract.

G. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Contract, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

H. Ambiguities Not to be Construed Against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party who drafted the contract is expressly waived by each of the Parties hereto with respect to this Contract.

I. Nonliability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

J. Third Party Beneficiaries. Nothing in this Contract shall be construed to confer any rights upon any party not signatory to this Contract.


IN WITNESS WHEREOF, the Parties hereto have entered into this Addendum No. 1 as of the Effective Date.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By:  _____

Its: Associate Superintendent

RELIANCE COMMUNICATIONS INC.

By:  _____

Its: Vice President

EXHIBIT A
(Purchase Order No. 140050)

Davis Joint Unified School District

526 B Street
Davis, CA 95616
(530) 757-5300 Fax: (530) 757-5319

**PURCHASE
ORDER**

No. 140050

MERCHANDISE AND/OR SERVICES MUST SHOW THIS
NUMBER ON INVOICES, PACKAGES AND
CORRESPONDENCE.

NOTICE: This P.O. will not be honored for payment until P.O. number is applied and
Business Office Approval is obtained.

TO: 005848
RELIANCE COMMUNICATIONS LLC

718 UNIVERSITY AVE, SUITE 200
LOS GATOS CA 95032

SHIP TO:

DAVIS JOINT UNIF SCHOOL DIST
WAREHOUSE
1919 FIFTH STREET
DAVIS CA 95616

ORDER DATE 07/01/13	SUBMITTED BY Tara Salaices	SITE NAME DISTRICT OFFICE	REQUISITION # 140059		
PLEASE ENTER OUR ORDER FOR THE FOLLOWING. PAYMENT WILL BE MADE WHEN PURCHASE ORDER IS COMPLETED.					
ITEM NO	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	each	Renewal SchoolMessenger Complete 12 month unlimited Notification Service for 13-14 school year Heather Wilson 800-360-7732 ***** Return all copies to Technology	21,487.500	21,487.50

NOTICE: A material safety data sheet is required for all classroom chemicals, cleaning supplies, products used to operate offset, mimeograph and spirit duplicator equipment, products used in art classes, maintenance and transportation dept. supplies and office supplies as required.

BUDGET ACCOUNT CODE

01-513-900-0038-0-0000-7700-5867-5600

21,487.50

Sub Total	\$	21,487.50
Tax	\$	0.00
PO Total	\$	21,487.50

INSTRUCTIONS TO VENDORS

1. Mail itemized invoices in triplicate & original bill of lading on the date of shipment.
2. Cancel any portion of this PO which cannot be filled by delivery date specified.
3. Ship cheapest way prepaid unless otherwise specified under "special instructions".
4. Packing list must accompany all shipments.
5. Insure parcel post shipments at your expense only.
6. Terms: 2% 10 E.O.M. cash discount if not specified otherwise on invoice.

h spino

Authorized Signature

VENDOR COPY

EXHIBIT B

(SchoolMessenger ASP Plus Terms of Service)

SchoolMessenger ASP Plus Terms of Service

1. Product. SchoolMessenger will provide Customer with an online communications application, SchoolMessenger ASP Plus (the "Service") and any new features that augment or enhance the current communications application. SchoolMessenger shall host the Service and may update the content, functionality, and user interface of the Service from time to time in its sole discretion and in accordance with this Agreement.

2. License Grant. Subject to the terms and conditions of this Agreement, SchoolMessenger grants Customer during the Term of this Agreement the non-exclusive, non-transferable (except in connection with an assignment under Section 12 herein) and terminable license to use the Service and to display content solely for Customer's internal business operations, provided such operations shall not include service bureau use, outsourcing, renting, or time-sharing the Service. Customer acknowledges and agrees that the license granted herein is not a concurrent user license and that the rights granted to Customer are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Customer is expressly prohibited from sublicensing use of the Service to any third parties. Customer acknowledges and agrees that SchoolMessenger shall own all rights, title and interest in and to all intellectual property rights in the Service. Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by SchoolMessenger.

3. License From Customer. Subject to the terms and conditions of this Agreement, Customer grants SchoolMessenger the nonexclusive non-transferable (except in connection with an assignment under Section 12 herein) license to copy, store, record, transmit, maintain, display, view, print, or otherwise use Customer Data to the extent necessary to provide the Service to Customer. Customer agrees that the license to Customer Data shall survive the termination of this Agreement for one year, solely for the purpose of storing backup Customer Data at an offsite storage facility.

4. License Term, Fee and Payment.

The initial term of this Agreement is for Contract Term purchased by the Customer from the Start Date to the End Date ("Initial Term" which shall include extension thereof as provided by any subsequent agreement of the parties).

After the Initial Term, this Agreement shall be automatically renewed for successive one year periods ("Renewal Term"), unless Customer provides SchoolMessenger with notice of intent not to renew the Agreement by the End Date (or the end of any Renewal Term). Such notice shall be sent to billing@schoolmessenger.com.

After the initial term and except as provided under the above noted renewal option, SchoolMessenger reserves the right to change the amount of the fee for the Service to list prices generally applicable to other customers at the start of each Renewal Term. Any late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. In the event that SchoolMessenger incurs any costs (including reasonable attorney's fees) for efforts in collecting overdue fees from Customer, Customer agrees to pay such costs. Customer further agrees to pay all foreign, federal, state, and local taxes, if applicable, to

Customer's access to, use, or receipt of the Service.

5. Terms of Service. Customer acknowledges and agrees to the following terms of service. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new service(s) subsequently purchased by the Customer will be subject to this Agreement.

5.1. Customer Must Have Internet Access. In order to use the Service, Customer must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web.

5.2. Email And Notices. Customer agrees to provide SchoolMessenger with Customer's e-mail address, to promptly provide SchoolMessenger with any changes to Customer's e-mail address, and to accept emails (or other electronic communications) from SchoolMessenger at the e-mail address Customer specifies. Customer further agrees that SchoolMessenger may provide any and all notices, statements, and other communications to Customer through either e-mail, posting on the Service (or other electronic transmission) or by mail or express delivery service.

5.3. Passwords, Access, And Notification. Customer acknowledges and agrees that Customer is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of Customer's (including its employees') passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. SchoolMessenger will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to immediately notify SchoolMessenger if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number.

5.4. Customer's Lawful Conduct. The Service allows Customer to send Electronic Communications directly to its constituents, to its employees, to third-parties and to SchoolMessenger. Customer agrees to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer will not send any Electronic Communications from the Service that are unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by SchoolMessenger. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any third party other than an authorized user, including but not limited to, creating Internet Links to the Service which include log-in information, including but not limited to, user names, passwords, secure cookies, and/or "mirroring" or "framing" any part of the Service. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by SchoolMessenger. Customer will ensure that any use of the Service by Customer's employees (or users) is in accordance with the terms and conditions of this Agreement.

5.5. Third-Party Software. Customer agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by SchoolMessenger. Until notified otherwise by SchoolMessenger, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by SchoolMessenger and to follow logon procedures for services that support such protocols. Customer acknowledges that SchoolMessenger is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by SchoolMessenger or telecommunications facilities, including, but not limited to, the Internet.

5.6. Transmission Of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to SchoolMessenger's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by SchoolMessenger. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that SchoolMessenger is not responsible for any Electronic Communications and/or Customer Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by SchoolMessenger.

5.7. SchoolMessenger's Support. SchoolMessenger will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with User Guides, online help, as well as optional and "for fee" training classes. SchoolMessenger also offers Customer Support and Professional Services consultation. Customer acknowledges that SchoolMessenger has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of SchoolMessenger in these areas may substantially undermine Customer's successful utilization of the Service.

5.8. Proprietary Rights. Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that content or information presented to Customer through the Service or by advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

5.9. Trademark Information. SchoolMessenger®, the SchoolMessenger logo, and other SchoolMessenger service marks, logos and product and service names are marks of SchoolMessenger (the "SchoolMessenger Marks"). Customer agrees not to display or use the SchoolMessenger Marks in any manner without the owner's express prior written permission.

5.10. Confidential Information. For purposes of this Agreement, confidential information shall include the terms of this Agreement, Customer Data, and any information that is clearly identified in writing at the time of disclosure as confidential ("Confidential Information"). Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations hereunder; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable

degree of care in the protection of such Confidential Information). SchoolMessenger will restrict its employees' access to Customer's Confidential Information to only those employees necessary to successfully provide the Service. SchoolMessenger may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services for SchoolMessenger in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by nondisclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. This Section 5.12 will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure. With respect to any information received by either party from the other as a result of any other relationship between the parties other than as licensor and licensee under this Agreement (*i.e.*, business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any Nondisclosure Agreement (or similar agreement) executed between the parties.

5.11. Provisioning Of Account. After execution of this Agreement, and subsequent to the time that Customer is provided a user name and password for the purpose of provisioning Customer's account, Customer will be required to agree to a "click wrap" agreement pertaining to "Terms of Service" before Customer can begin use of the Service. SchoolMessenger hereby expressly agrees that to the extent that such click wrap Terms of Service differ from the terms of this Agreement, that the verbiage of this Agreement exclusively controls the obligations of the parties.

6. Suspension/Termination.

6.1 Suspension For Delinquent Account. SchoolMessenger reserves the right to suspend Customer's access and/or use of the Service for any accounts for which any payment is due but unpaid but only after SchoolMessenger has provided Customer three (3) notices over no less than a thirty (30) day period. Customer agrees that SchoolMessenger shall not be liable to Customer or to any third party for any suspension of the Service resulting from Customer's nonpayment of fees as described in this Section 6.1.

6.2 Suspension For Ongoing Harm. Customer agrees that SchoolMessenger may with reasonably contemporaneous telephonic notice to Customer suspend Customer's access to the Service if SchoolMessenger reasonably concludes that Customer use of the Service is causing immediate and ongoing harm to SchoolMessenger or others. In the extraordinary event that SchoolMessenger suspends Customer's access to the Service, SchoolMessenger will use commercially reasonable efforts to resolve the issues causing the suspension of Service. Customer agrees that SchoolMessenger shall not be liable to Customer or to any third party for any suspension of the Service under such circumstances as described in this Section 6.2.

6.3 In The Event of Breach. Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated as a result of a breach on SchoolMessenger's part, SchoolMessenger shall refund the pro rata portion of any fee that may have been paid by Customer for the portion of the Service not furnished to Customer.

6.4 Handling Of Customer Data In The Event Of Termination. Customer acknowledges and agrees that following termination of Customer's account and/or use of the Service, SchoolMessenger may immediately deactivate Customer's account and that following a reasonable period of not less than 90 days shall be able to delete Customer's account and related Customer Data. However, in the event that Customer's Service with SchoolMessenger terminates, SchoolMessenger will grant Customer temporary, limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to SchoolMessenger. Customer further agrees that SchoolMessenger shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that SchoolMessenger is in compliance with the terms of this Section 6.4.

7. Modification To Or Discontinuation Of The Service. SchoolMessenger reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that SchoolMessenger modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, SchoolMessenger, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that SchoolMessenger is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the license fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by SchoolMessenger as of the date of such termination. Customer acknowledges that SchoolMessenger reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. Customer agrees that SchoolMessenger shall not be liable to Customer or to any third party for any modification of the Service as described in this Section 7.

8. Warranties

8.1. Warranty Of Functionality. SchoolMessenger warrants to Customer during the Term of this Agreement that the Service will achieve in all material respects the functionality described in the User Guides and in other related documentation and that such functionality will be maintained in all material respects in subsequent upgrades to the Service. SchoolMessenger does not warrant that the Service will be error-free. Customer's sole and exclusive remedy for SchoolMessenger's breach of this warranty shall be that SchoolMessenger shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the User Guides and other related documentation and if SchoolMessenger is unable to restore such functionality Customer shall be entitled to terminate the Agreement and shall be entitled to receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Service but which use has not yet been furnished by SchoolMessenger as of the date of such termination. SchoolMessenger shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@schoolmessenger.com.

8.2. Service Level Warranty. During the Term of this Agreement SchoolMessenger warrants that it will use commercially reasonable efforts to maintain uninterrupted service. This agreement does not warrant Customer against interruptions in the Service. If the Customer and SchoolMessenger have entered into a separate service level agreement the terms of said agreement shall supersede any terms specified in this Section 8.2. In the event that SchoolMessenger in its sole discretion determines that any unscheduled maintenance is necessary, SchoolMessenger will use commercially reasonable efforts to notify Customer. In the event that SchoolMessenger fails to meet agreed service levels, Customer's sole and exclusive remedy will be a service credit to Customer's account equal in value to any requested services not meeting the terms of said Customer's agreement. Any credit is expressly conditioned upon Customer providing SchoolMessenger written notice of such failure sent to billing@schoolmessenger.com by the tenth calendar day following such service level failure.

8.3. Security, Data Maintenance And Backup Warranty. SchoolMessenger warrants that during the Term of this Agreement that SchoolMessenger will use commercially reasonable efforts to ensure that Customer's Data will be safeguarded and maintained accurately. SchoolMessenger also warrants that it will, at a minimum, utilize and maintain security and backup procedures to protect Customer Data. In the event of a breach of this provision, SchoolMessenger will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data within three (3) business days. In the event SchoolMessenger is unable to correct or restore Customer's Data as provided in this Section 8.3, Customer's sole and exclusive remedy shall be it may at its option terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Service but which use has not yet been furnished by SchoolMessenger as of the date of such termination.

8.4. Non-Infringement Warranty. SchoolMessenger warrants that it is the sole owner and has full power and authority to grant the license and use of the Service and other rights granted by the Agreement to Customer with respect to the Service and that neither the performance by Customer in its utilization of the Service, nor the license of and authorized use by Customer of the Service as described herein will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third party.

8.5. Other Warranty. SchoolMessenger warrants that the Service shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.

9. Disclaimer Of Warranties. EXCEPT AS STATED IN SECTION 8 ABOVE, SCHOOLMESSENGER DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 8 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SCHOOLMESSENGER. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 8 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE IS SUFFICIENT FOR CUSTOMER'S PURPOSES.

10. Limitations Of Liability. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH SCHOOLMESSENGER IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY SCHOOLMESSENGER OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. The maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, tort, or otherwise, shall in no case exceed the equivalent of 12 months in license fees applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth

in this Section are integral to the amount of consideration levied in connection with the license of the Service and that, were SchoolMessenger to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 11 BELOW.

11. Indemnification.

11.1. Infringement. SchoolMessenger will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result from the infringement of any copyright, patent, trademark, or misappropriation of a trade secret relating to the Service; provided that Customer (a) promptly gives SchoolMessenger notice of the claim, suit, action, or proceeding; (b) gives SchoolMessenger sole control of the defense and related settlement negotiations; and (c) provides SchoolMessenger with all reasonably available information and assistance necessary to perform SchoolMessenger's obligations under this paragraph. If the Service is held to infringe any intellectual property right, SchoolMessenger may, in its sole discretion and at its own expense, either procure a license that will protect Customer against such claim without cost to Customer or replace the Service with a non-infringing Service. Provided that SchoolMessenger complies with this Section 11.1, Customer shall have no remedy against SchoolMessenger, except it may at its option terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Service but which use has not yet been furnished by SchoolMessenger as of the date of such termination.

11.2 Customer's Indemnity. Customer shall defend and hold SchoolMessenger harmless from and against any and all Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against SchoolMessenger which arise out of or result from a claim by a third-party (i) alleging that the Customer Data or any Trademarks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 5.5 and 5.12 above, provided that SchoolMessenger (a) promptly provides Customer notice of the claim, suit, action, or proceeding; (b) gives Customer sole control of the defense and related settlement negotiations; and (c) provides Customer with all reasonably available information and assistance necessary to perform Customer's obligations under this paragraph.

11.3. Survival. The indemnification obligations contained in this Section 11 shall survive termination of this Agreement for one year.

12. Miscellaneous. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except such consent is not required to the successor of all or substantially all of the assignor's business or assets. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although SchoolMessenger reserves the right to name Customer as a user of the Service. This Agreement represent the entire agreement of the parties and supersedes all prior discussions and/or agreements between the parties and is intended to be the final expression of their Agreement. It shall not be modified or amended except in writing signed by both parties. In the event of an express conflict between the terms of this Agreement and the terms of any Exhibit, the verbiage of this Agreement controls. This Agreement shall be governed in accordance with the laws of the State of California and any controlling U.S. federal law. Any disputes, actions, claims or causes of action arising

out of or in connection with this Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in California. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and/or costs. Neither party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event. Sections 5.12, 6.4, 9, 10, and 12 shall survive the termination or expiration of this Agreement.

13. Definitions.

A. **"Customer Data"** shall mean any data, information, or other materials of any nature whatsoever, provided to SchoolMessenger by Customer in the course of implementing and/or using the Service.

B. **"Electronic Communications"** shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically which includes any telephonic means.

C. **"Term"** means any Initial Term and/or Renewal Term as defined in Section 4 of this Agreement.

EXHIBIT C
(SchoolMessenger ASP Plus Privacy Policy)

SCHOOLMESSENGER ASP PLUS PRIVACY POLICY

At SchoolMessenger we care about providing you with the tools and information to manage and protect your online privacy. We have therefore developed a policy to inform you about the types of information this website collects, who may receive that information, and what we may do with the information.

While we have made every attempt to make this policy as clear as possible, if you have any questions about this policy, contact us at:

Reliance Communications, Inc.
603 Mission St
Santa Cruz, CA 95060
Phone: 831-477-0293
Email: info@schoolmessenger.com

We will advise you if we change our policies.

Information collection

SchoolMessenger ASP Plus collects the following types of information

- Traditional contact information such as mailing addresses, phone and fax numbers.
- Internet contact information such as email addresses.
- Account validation data such as user names and passwords

We use this information to verify your account, to correspond with you, to resolve problems that you encounter, and to improve our service.

Cookies

This site uses a cookie for session login. Only a unique ID is stored in the cookie that identifies your session on the server. It expires after a defined period of inactivity or when you close your browser, whichever is soonest, and does not contain any personally identifiable information.

Information sharing

The information we collect is not sold, traded, leased or loaned to any third parties, ever. Only SchoolMessenger employees who need access to the information in order to do their jobs have access to it.

- We do not sell, trade, lease or loan any data about our members to any third party, ever. Your contact information, the contact information for all of your constituents, your communications and your documents are completely private and fully protected against unauthorized access.
- We do not send any unsolicited e-mail, unsolicited voice mail or unsolicited faxes.
- We do not sell information to direct marketers or any other third parties. We do not distribute information to any third parties except as may be required to relay or deliver messages to your intended recipients.
- We do not disclose any non-public information about you, except as required or permitted by law.

Under U.S. law, there is an affirmative duty of service providers to the public to report to the Federal government's Cyber Tip Line knowledge of facts or circumstances of online child pornography. In the above events, Company, in its sole discretion, reserves rights of disclosure to others.

If you believe we are not handling your information in accordance with our privacy policy, please contact us at 831-477-0293. You can also email us at info@schoolmessenger.com.



School Loop Subscription Agreement for Davis Joint Unified School District

Subscription Term 1.25 years						
Start date: sig date for school year: 12/13		End date: 6/30/14 for school year: 13/14				
School Loop Standard: <input checked="" type="checkbox"/>						
All schools and district site		Notes:				
School Loop Plus: <input checked="" type="checkbox"/>						
Student Count:	Cost per student:					
Elementary: 4,272	Elementary: \$1.75					
Secondary: 4,245	Secondary: \$3.50					
Services	Comments	Cost				
SIS Integration	One-time fee	\$2,500				
SIS Support	Annual, starting year 2	\$1,000				
Directory Services Integration	One-time fee	\$2,500				
Directory Services Support	Annual, starting year 2	\$1,000				
Training	One full day	\$1,500				
Special Comments						
Year 1 for Plus is prorated for a quarter-year						
Cost Table						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
School Loop Standard	\$0	\$0	\$	\$	\$	\$
School Loop Plus	\$5,584	\$22,334	\$	\$	\$	\$
Additional Services	\$6,500	\$2,000	\$	\$	\$	\$
Total	\$12,084	\$24,334	\$	\$	\$	\$
Payment Terms	Pay in full: Pay per year (multi-year): x Other:					
Billing Terms	Customer will issue PO: Please invoice us now: ERATE: Bill District/School directly : Bill USAC for ERATE eligible and District/School for remainder:					

This Order Form is effective as of the "Start Date" above. By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Customer: Davis Joint Unified School District By (Signature): Name (Printed): <u>Bruce E. Colby</u> Title: <u>Associate Superintendent</u> Date: <u>3/28/13</u>	School Loop, Inc. By (Signature): <u>Mark Gross</u> Name (Printed): <u>Mark Gross</u> Title: <u>CEO</u> Date: <u>3/21/13</u>
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SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (this "Agreement") is agreed to by the customer ("Customer") identified above and School Loop, Inc., with an address of 41 Grant Ave, Suite 200, San Francisco, CA 94108 ("School Loop"). Customer and School Loop may sign order forms referencing this Agreement ("Order Form(s)"), and each such Order Form. The Agreement is effective as of the date specified on that of the Order Form signed by the Customer and School Loop (the "Effective Date").

This Agreement permits Customer to receive a subscription to School Loop's web-based Service (as defined below) for the period specified on the Order Form (the "Subscription Term") and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer's initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

1. The Service

1.1. **Provision of Service.** School Loop offers on-line subscription products designed to facilitate the distribution of Information regarding students to Customer's parents, students, school and district staff, and, with the proper approvals, to appropriate people with student information rights, and provide communications and information-sharing capabilities between Customer's teachers, students, school and district staff, people with student information rights, and parents (the "Service"). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services (for example, School Loop Standard), in this agreement those types of Services are referred to as "Free Services". Attached hereto and hereby incorporated by reference as Exhibit A is a schedule and timeline for implementation of the Service.

1.2. **Restrictions.** Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, or (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service).

1.3. **Professional Services.** If School Loop and Customer agree separately in a Statement of Work ("SOW"), School Loop shall provide the professional consulting services described in that SOW ("Professional Services"). During the Subscription Term, Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW. Customer will reimburse School Loop for reasonable travel and lodging expenses, which were preapproved in writing by the Customer, within thirty (30) days of receipt of the invoice. In the

event of any inconsistency between the SOW and this Agreement, the terms of this Agreement shall control.

2. Customer Obligations

2.1. **"Customer Content"** means any data, Information or other content of any type, including Private Data (defined below) which is provided by Customer or any User to School Loop for inclusion in the Service; including without limitation data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service by Customer and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder). Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by and subject to the restrictions set forth in this Agreement and the Service only, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation. Customer represents that all Customer Content complies with Federal and local privacy regulations and its distribution to Members is not a violation of FERPA or of any local laws or education codes if used solely for purposes of delivering the Service to the Customer and for no other purpose. School Loop acknowledges that it has access to Customer Content as required to deliver the Service to Customer and represents and warrants that it shall not use Customer Content for any other purposes or allow any third party to use Customer Content for any other purposes.

2.2. **Access to Service.** If Customer or Users are given access to accounts on School Loop's systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken by Customer or Users using Customer's and Users' accounts.

2.3. **User Consents.** Customer acknowledges that use of the Service for Customer's purposes hereunder, may require communication with students. School Loop shall have access to student information in accordance with Section 8 of this Agreement. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content, excluding Private Data, to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content, excluding Private Data, will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access Information

on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user's School Loop calendar to an external service). Such information shall only be made available to third parties after the express written consent of the Customer is first obtained by School Loop.

3. Ownership

3.1. **Rights in Customer Content.** Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, and modify the Customer Content solely to the extent necessary to provide the Service on behalf of and for the Customer except where doing so is in violation of FERPA or local laws or the California Education Code.

3.2. **Subscription not Sale.** This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and Customer retains full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit, subject to the terms of this Agreement. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

3.3. **Response to Legal Orders, Demands, or Requests for Data.** Except as otherwise expressly prohibited by law, School Loop will (a) immediately notify Customer of any subpoenas, warrants, or other legal orders, demands, or requests received by School Loop seeking any Customer Content, including, but not limited to, Private Data; (b) consult with Customer regarding response; and (c) cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand or request seeking any Customer Content, including, but not limited to, Private Data. Customer will promptly provide a copy of its response to School Loop. School Loop shall promptly supply Customer and requesting party with copies of data required for Customer to respond, and shall cooperate with Customer's and requesting party's reasonable requests in connection with its response.

4. Fees and Payment.

All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6 (Limited Warranty), all fees are non-refundable. Payment is due 30 days from Customer's receipt of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than

30 days overdue are subject to suspension upon 30 days notice to Customer.

School Loop shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable sales use, excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder and shall save Customer harmless from liability from any such contributions, premiums, and taxes for School Loop's employees and subcontractors.

5. Term and Termination

5.1. **Term.** This Agreement shall continue until the earlier occurs of (a) expiration or termination of the Subscription Term, or (b) termination in accordance with this Section 5. Customer's subscription shall renew if and as described in the Order Form or Section 10.8.

5.2. **Termination for Cause.** Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

5.3. **Effect of Termination.** Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party. School Loop shall cooperate with the Customer to provide access to Customer Content, and School Loop shall not limit access to Customer Content during the termination process. School Loop will ensure that all Customer Content and User Data are transferred to Customer or a third party designated by Customer securely, within a reasonable time period without significant interruption in service.

5.4. **Suspension of Service.** School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary, (reasonably necessary conditions which, for example, may include breaches of security that risk FERPA protected-data, the publication of pornography or other restricted materials by customer) by School Loop to prevent an immediate and significant harm to School Loop and/or its business. School Loop will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services. Customer shall receive a pro rata credit for the time of interruption, if such interruption was not caused by the action of the Customer. However, in the event that a dispute arises between Customer and School Loop, School Loop expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to diligently and in good faith attempt to resolve any disputes which may arise.

5.5. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 3 (Ownership), 4 (Fees and Payment), 5 (Term and Termination), 6.2 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

6. Warranty

6.1. Warranty and Warranty Disclaimer

6.1.A. Limited Warranty. School Loop warrants, for Customer's benefit only, that the Service will be provided in substantial conformity with its documentation under normal, proper and intended usage and that the Service does not contain any computer worms, viruses or other harmful code or disabling device or any unlawful, discriminatory, libelous, harmful, obscene material of any kind. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. School Loop will use reasonable efforts to correct any failure of the Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, not to exceed thirty (30) days, Customer will have the right to terminate the Subscription Term and receive a refund of any fees Customer has pre-paid for periods of service it has not yet received, in addition to other remedies available in law or equity. The limited warranty set forth in this Section 6.1 shall not apply to any Free Services.

6.1.B. Non-Infringement Warranty. School Loop further warrants, for Customer's benefit only, that (a) School Loop has the right to possess, use and allow Customer to use the Service provided for the purposes contemplated herein, and (b) that to School Loop's knowledge, the Service and any supporting software or equipment of School Loop does not infringe any copyright, trademark or trade secret of any third party.

6.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, OR (B) ANY CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR

OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

7. Limitation of Remedies and Damages

7.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NEITHER PARTY'S ENTIRE LIABILITY SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM, PROVIDED THAT THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO SECTION 8.8, SECTION 9 AND SECTION 10 OF THIS AGREEMENT.

8. School Loop's Protection of Private Personal Information

8.1. Private Data. Private data and information ("Private Data") includes paper and electronic student, faculty and staff information supplied by Customer, as well as any data provided by Customer's students, faculty and staff to School Loop, which is protected by federal and state law, including, but not limited to, 20 U.S.C. section 1232(g) and Education Code sections 49060, et seq., Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232(g), et seq., Federal Trade Commission's Standards for Safeguarding Customer Information; Final Rule (16 CFR Part 314), California Senate Bill 1 (CA Financial Privacy Information Act) (Effective July 1, 2004), California Civil Code sections 1798.82 and 1798.29, and any applicable data protection protocols. School Loop certifies that it is familiar with the federal and state laws listed above, as well as any other applicable requirements for the storage and transmission of Private Data and that School Loop will comply with all such requirements. School Loop acknowledges that the Agreement allows the School Loop access to Private Data.

8.2. Prohibition on Unauthorized Use or Disclosure of Private Data. School Loop agrees to hold Private Data in strict confidence. School Loop shall not use or disclose Private Data received from or on behalf of Customer except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Customer. School Loop agrees that it will protect the Private Data it receives from or on behalf of Customer according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

8.3. Return or Destruction of Private Data. Upon termination, cancellation, expiration or other conclusion of the Agreement, School Loop shall return all Private Data to Customer, or if return is not feasible as determined by Customer in written notice to School Loop, destroy any and all Private Data.

8.4. Customer Remedies. If Customer reasonably determines in good faith that School Loop has materially breached any of its obligations under this Article, Customer, in its sole discretion, may terminate the Agreement immediately if cure is not possible. Customer shall provide written notice to School Loop describing the violation and the action it intends to take.

8.5. Maintenance of the Security of Electronic Information. School Loop shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve

the confidentiality, integrity and availability of all electronically maintained or transmitted Private Data received from or on behalf of Customer or its students. Without limiting the foregoing, School Loop warrants that all Private Data will be encrypted in transmission (including via web interface). These measures will be extended by contract to all subcontractors used by School Loop.

8.6. Reporting of Unauthorized Disclosures or Misuse of Private Data. School Loop, within one business day of discovery, shall report to Customer any use or disclosure of Private Data not authorized by the Agreement or in writing by Customer. School Loop's report shall identify: (a) the nature of the unauthorized use or disclosure; (b) the Private Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what School Loop has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (e) what corrective action School Loop has taken or shall take to prevent future similar unauthorized use or disclosure. School Loop shall provide such other information, including a written report, requested by Customer.

8.7. Transmission of Data outside the United States. School Loop is a U.S.-based company. Any work involving the use of Customer's Private Data or transmission or storage of Customer's Private Data initiated by School Loop covered under this Agreement outside the United States is subject to prior written authorization by the Customer. Examples of transmissions that are not initiated by School Loop include calls on our servers by users and automatically generated email, phone or other alerts and updates distributed to users by School Loop as part of the Service.

8.8. Indemnity. School Loop shall indemnify, defend and hold Customer harmless from all claims, liabilities, damages or judgments involving a third party, including Customer's costs and attorneys' fees, which arise as a result of School Loop's failure to meet any of its obligations under this Section.

8.9. The parties agree that the limitations specified in this Section 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. Indemnification

9.1. Indemnity by School Loop. School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (i) if the Service is modified by any party other than School Loop, but solely to the extent the alleged

infringement is caused by such modification; (2) the Service is combined with other non-School Loop products or processes not authorized by School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. School Loop further agrees to and does hereby indemnify, hold harmless and defend the Customer and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including reasonable attorneys' fees), of any nature whatsoever, ("Damages") which arise from any act, neglect, default or omission of School Loop or any person firm, or corporation employed by School Loop in the performance of this Agreement, except for liability for Damages which result from the sole negligence or willful misconduct of the Customer or its officers, employees or agents.

9.2. Customer Responsibility for Content. Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content when Customer has a duty to do so hereunder. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

9.3. Insurance. School Loop agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect School Loop and Customer against liability or claims of liability which may arise out of this Agreement. School Loop shall provide \$1,000,000 in Cyber Liability insurance to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service. In addition, School Loop agrees to provide an endorsement to this policy stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by Customer shall be excess and noncontributory." School Loop shall provide Customer with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. School Loop agrees to name Customer and its officers, agents and employees as additional insured under said policy. School Loop agrees to maintain workers' compensation insurance as required under the laws of the State of California.

10. Confidentiality

10.1. "Confidential Information" means (a) any School Loop software, interfaces, web applications and documentation that are

designated as confidential, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing, and (c) any Private Data and pupil records, as defined under relevant education codes. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation. School Loop acknowledges that Customer is a public school district and that certain Customer Content is protected and governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), and the local Education Code, and School Loop agrees that it shall be considered a "school official" under FERPA for purposes of accessing pupil information necessary to perform the Services and as such it shall maintain the confidentiality of such data, and will abide by FERPA and the local Education Code.

10.2. Nondisclosure. The parties acknowledge that they have been entrusted with Confidential Information of the other party and agree to use reasonable care to protect the confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Except as otherwise required by applicable law, each party shall not (a) use such Confidential Information of the other party for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first attempting to inform the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

10.3. Exclusions. The obligations under this Section 9 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party, or (e) is subject to disclosure under any applicable legal requirement of legal process issued by any court or any competent governmental authority including, but not limited to, disclosure under the California Public Records Act (Gov. Code § 6250, et seq.). It is understood that the Customer is subject to the California Public Records Act. If a request under the California Public Records Act is made to review School Loop's Confidential Information, Customer shall notify School Loop of the request and the date that such records will be released to the requester unless School Loop obtains a court order enjoining that disclosure. If School Loop fails to obtain a court order enjoining that disclosure, the Customer will release the requested information on the date specified.

10.4. Enforcement. Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 9 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

11. General

11.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

11.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

11.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by Customer in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in Yolo County, California, and both parties hereby submit to the personal jurisdiction of such courts.

11.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

11.5. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 11.5 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

11.6. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

11.7. Entire Agreement. This Agreement, and any other agreement incorporated by this Agreement by reference, including but not limited to any SOW or Subscription Agreement(s) is/are the complete and

exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

11.8. Changes to the Services. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products may become available. Such changes may require Customer to update or upgrade software or equipment used to access the Service. School Loop shall notify the Customer of any proposed changes in advance. The Customer may choose to terminate the Agreement or Customer may continue with the Agreement, in which case Customer shall be responsible for any such updates or upgrades, provided, however, that under no circumstances shall Customer be required to make any cash payments or otherwise expend any funds to update or upgrade software or equipment used to access the Services.

11.9. Audit Rights. Upon School Loop's written request, Customers using any version of School Loop Plus shall furnish School Loop with a signed certification certifying that the Service is being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable written notice, School Loop may audit the use of the Service by Customer provided such audit is during regular business hours.

11.10. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

11.11. Publicity. School Loop shall not imply, indicate or otherwise suggest that the Service and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the Customer. No material may reference the Customer, any school name or logo, without the prior written consent of the Customer.

11.12. Government End Users. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

11.13. Subcontractors. School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement, including confidentiality requirements, and (b) for the overall performance of the Service as required under this Agreement.

11.14. Independent Contractors. The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax,

worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

11.15. Compliance with Laws. Customer and School Loop will comply, at their own expense, with all statutes, regulations, laws, rules and ordinances of any governmental body, department or agency which apply to or result from Customer's obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law. School Loop will comply, at School Loop's expense, with all statutes, regulations, rules and ordinances of any governmental body, department or agency which apply to or result from School Loop's obligations under this Agreement. School Loop agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law. School Loop and all School Loop's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. The services completed herein shall be subject to the Customer's general right of inspection to secure the satisfactory completion thereof.

EXHIBIT "A" **IMPLEMENTATION SCHEDULE AND TIMELINE**

Technical Implementation			
Activity	Timeline	Process	Billing
Website creation	April- will take 1-2 days	Davis JUSD provides information about each school site (school name, SIS code, etc.) and we create the site the same day. Once the sites are created, Davis JUSD webmasters will be able to start working in the system immediately.	There is no cost for the website system
SIS integration	Early May- will take 1 day to 2 weeks (depends on cooperation of Davis JUSD team)	School Loop created Sloopy, a simple custom Java program that sends data extracted from your SIS database to School Loop. All data is compressed and encrypted before sending via SMTP. Davis JUSD staff will 1) extract 5 data files in tab delimited format from the SIS to our sloopy folder, 2) setup config files to direct the java program to send the files to our servers, 3) create an automated task to extract the files run the java program on a nightly basis.	School Loop will invoice Davis JUSD for SIS integration and Plus license at the completion of SIS integration
Directory services integration	Early May- will take 1 day to 2 weeks (depends on cooperation of Davis JUSD team)	School Loop uses LDAP to create a secure authentication process with Davis JUSD directory services (for instance, Active Directory). Via a secure web service, users will login with the user name and password assigned by Davis JUSD. All policies and practices relating to user names and passwords are managed through Davis JUSD directory services. Davis JUSD staff will 1) install the user web-service folder on an externally accessible Web server and 2) configure a properties file and run the web service.	School Loop will invoice Davis JUSD for directory services at the completion of integration for this service
User Implementation			
Activity	Timeline	Process	Billing
Training	May- a full-day session is approximately 6 hours	Training is subject to Davis JUSD's schedule and availability	School Loop will invoice Davis JUSD for training after the completion of the session
Website implementation	April- August- depends on Davis JUSD's schedule and availability	Davis JUSD staff implement district and school websites	There is no cost for the website system