CONTRACT NAME: AGREEMENT BETWEEN MEADOWS & ASSOCIATES AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is between Meadows & Associates and the Yolo-Solano Teacher Induction Program to provide a computer software program that allows for Teacher Induction management and data tracking.

The term of this agreement is from July 1, 2016 to June 30, 2017. The annual cost for this service is $12,500 and is allocated in the program budget for Yolo-Solano Induction Program.

APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (this "Agreement") is made as of July 1, 2016, by and between Meadows & Associates, with offices at 25503 Longfellow Place, Stevenson Ranch, California 91381-1505 ("Vendor") and the customer identified below ("Customer") (Customer and Vendor are each sometimes referred to herein as a "Party" and collectively as the "Parties").

Customer: Davis Joint Unified School District
            (for the Yolo-Solano Teacher Induction Program)

Address: 526 B Street

City: Davis

State: California   Zip Code: 95616

Contact: Connie Best

Phone: 530-757-5300 x183

E-Mail: cbest@djusd.k12.ca.us

Facsimile: 530-757-5423

The Parties have read and agree to the terms and conditions attached hereto. This Agreement shall be effective only when executed below by both Parties.

Customer:		Vendor:	
By:		By:	
Name:		Name:	John A. Meadows
Title:		Title:	Owner
Date:		Date:	

TERMS AND CONDITIONS

Overview. Vendor has developed certain proprietary computer software program(s), located at http://www.btsasupport.com (collectively, as the same may be supplemented, modified, updated or enhanced from time to time, the "Application"), which are hosted on servers in the United States of America and made available to Customer by means of the Internet (collectively, the "Service"). Customer desires to access and use the Service, and Vendor desires to provide the Service to Customer, subject to all of the terms and conditions hereof.

Access. Vendor grants to Customer a non-exclusive, non-assignable and non-transferable right during the Term (as hereinafter defined) to allow access to, and use of, the Service only by the authorized Users specified by Customer (the "Users"), in accordance with all of the terms and conditions set forth herein. "Users" are defined as those individuals authorized by Customer to access the Service (in a non-administrative capacity). Additionally, "Administrative Users" (as authorized and created by Vendor) will have access to features that regular Users do not, solely for purposes of administering the Service. The Service will be made available to Customer in executable object code form only, and will be restricted to authorized Users by username/password access control. The maximum number of both Users and Administrative Users are stipulated below.

Maximum Number of Users	
Administrative Users	5
Normal Users	500

Customer Requirements. Customer represents, warrants and covenants that it shall:

(I)	ensure that all of its Users comply with all of the terms and conditions hereof;
(ii)	not permit any person or entity, other than the Users, to use or gain access to the Application or the Service and shall provide reasonable security devices to protect against unauthorized usage of or access thereto;
(iii)	not rent, lease, sublicense, distribute, transfer, copy or modify the Service or the Application or any component thereof;
(iv)	only use the Service for its internal business use and not in the operation of a service bureau or for the benefit of any other person or entity;
(v)	not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the

object code made available hereunder;

(vi)   not adapt the Service or Application in any way or use it to create a derivative work;

(vii)   not remove, obscure, or alter Vendor's proprietary notices, trademarks, or other proprietary rights notices affixed or contained in the Service or Application;

(viii)   not use the Service or the Application in any manner, or in connection with any content, data, hardware, software or other materials provided by or on behalf of Customer or any User (collectively, "Customer Materials") that (A) infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right of any third-party, (B) constitutes a defamation, libel, invasion of privacy, or violation of any right of publicity or other third-party right or is threatening, harassing or malicious, or (C) violates any applicable international, federal, state or local law, rule, legislation, regulation or ordinance, including without limitation the Communications Decency Act of 1996, as amended;

(ix)   not use the Service or the Application for any illegal, obscene, offensive or immoral purpose, or to transmit communications described in 47 U.S.C. Section 223(b); and

(x)   ensure that all Customer Materials are free from viruses, worms, trojan horses and other malicious code.

Fees. In consideration of Vendor's provision of the Service hereunder, Customer shall pay the fees set forth on the schedule below. If Customer fails to pay any amount due hereunder within thirty (30) days of the due date set forth herein, late charges of 8.33.% per month, together with all of Vendor's expenses and collection costs, including reasonable attorneys' fees, incurred in enforcing the Agreement, shall also become due and payable by Customer to Vendor. All amounts payable by Customer hereunder shall be paid in immediately available funds, in United States dollars, and are non-refundable.

Payment No.	Amount	Date Due
1	$12,500.00	10/01/2016
2		
3		
4		
Total of Payments	$12,500.00	

Operating Environment. The Parties acknowledge that successful implementation and use of the Service depends upon the Customer's

provision of appropriate hardware and software as set forth below or such other hardware or software as Vendor may reasonably recommend from time to time (collectively, the "Operating Environment"). Customer shall be responsible for providing the Operating Environment at its own expense.

Minimum Hardware and Software Requirements:
A personal computers with access to the Internet, and capable of running a Java-enabled Internet browser

Service Standards. Vendor shall use commercially reasonable efforts to cause the Service to be accessible to Customer, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by, Vendor, including, but not limited to, any Force Majeure Event (as hereinafter defined). Since the software is hosted by a third-party hosting company, Vendor is not responsible for downtime caused by problems with the hosting company. In the event of any interruption or failure of the Service Customer shall promptly notify Vendor thereof, Vendor will determine the cause and expected time of service availability.

Proprietary Rights.
(a) As between Customer and Vendor, the Application and the Service are and shall remain the sole and exclusive property of Vendor, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary or intellectual property rights inherent therein or appurtenant thereto. All rights not expressly granted to Customer herein are reserved to Vendor.
(b) As between Customer and Vendor, the Customer Materials are and shall remain the sole and exclusive property of Customer, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary or intellectual property rights inherent therein or appurtenant thereto.

Support and Training. Vendor shall provide telephone number(s) to enable communication with a service representative during Vendor's normal business hours to assist Customer in identifying, verifying and resolving problems with the Service.

Training documentation will be provided by Vendor, explaining both the use and function of the system.

Confidentiality. Customer shall not sell, transfer, publish, disclose, display or otherwise make available any portion of the executable code of the

Application to others.

Indemnity.

(a) Vendor Indemnity. Vendor shall indemnify, defend, and hold harmless Customer and its affiliates and the directors, officers, employees and agents of the foregoing with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that it is based upon any third-party claim (an "Infringement Claim") that the Service infringes any copyright, patent, trademark, trade secret or other intellectual property right of any third-party; provided, however, that Vendor shall have no obligation pursuant to the foregoing indemnification provision to the extent that any claim is based on or related to (i) any use of the Service or Application in violation of this Agreement, (ii) any use of the Service or Application in conjunction with any third-party product, data, hardware or software not provided by Vendor, or (iii) any Customer Material. If Customer's use of the Service is enjoined by reason of an Infringement Claim, Vendor's sole obligation shall be to either (i) procure the right for Customer to continue using the Service, (ii) replace or modify the components of the Service subject to the Infringement Claim with non-infringing components of substantially equivalent functionality, or (iii) if neither (i) nor (ii) are available on a commercially reasonable basis, refund to Customer a pro-rata portion, if any, of the Fees paid by Customer for access to the Service, at which time this Agreement shall terminate. The foregoing states the entire liability of Vendor with respect to any Infringement Claim, and Customer hereby expressly waives any other such liabilities.

(b) Customer Indemnity. Customer shall indemnify, defend, and hold harmless Vendor and its affiliates and the directors, officers, employees and agents of the foregoing with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that it is based upon any third-party claim that, if true, would constitute a breach of any of the Customer's representations, warranties, obligations, covenants or agreements hereunder.

(c) Indemnification Procedures. A Party seeking indemnification hereunder (an "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party"): (i) reasonably prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; (ii) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such claim; and (iii) the right to control the defense and settlement of any such

claim; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any claims in a manner that affects the Indemnified Party's rights or interest. The Indemnified Party shall have the right to participate in the defense at its own expense.

Limited Warranty.

(a) Vendor warrants that the Service will substantially conform in all material respects to the current documentation provided by Vendor in connection with the Service, including, without limitation, any updates thereof (the "Documentation") when used in the Operating Environment in accordance with the Documentation and all of the terms and conditions hereof. In the event that the Service fails to perform in accordance with this warranty, Customer shall promptly inform Vendor of such fact, and, as Customer's sole and exclusive remedy Vendor shall either: (i) repair or replace the Service to correct any defects in performance without any additional charge to Customer, or (ii) in the event that such repair or replacement cannot be done within a reasonable time, terminate the Agreement and provide Customer, as Customer's sole remedy, with a pro rata refund of the Fees paid to Vendor hereunder with respect to such calendar year.

(b) DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION (a) ABOVE, VENDOR DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, THAT THE APPLICATION, THE SERVICE, THE DOCUMENTATION, ANY ADDITIONAL WORK, OR ANY COMPONENT OF ANY OF THE FOREGOING, WILL MEET CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER'S USE OF THE APPLICATION OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION (a) ABOVE, VENDOR AND VENDOR'S SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, IN CONNECTION WITH THE APPLICATION, THE SERVICE, THE DOCUMENTATION, ANY ADDITIONAL WORK OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED. THE APPLICATION, THE SERVICE AND THE DOCUMENTATION ARE PROVIDED "AS IS", WITH ALL FAULTS AND DEFECTS, OTHER THAN AS EXPRESSLY SET FORTH IN SECTION (a) ABOVE.

LIMITATION OF LIABILITY. VENDOR SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, DATA OR GOODWILL, WHETHER INCURRED OR SUFFERED AS A RESULT OF

UNAVAILABILITY OF THE SERVICE OR OTHERWISE, EVEN IF IT HAS BEEN
ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL
VENDOR'S AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE IN ANY
CALENDAR YEAR ARISING OUT OF OR RELATED TO VENDOR'S
PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT OR
OTHERWISE EXCEED THE AMOUNT OF THE FEES PAID HEREUNDER BY
CUSTOMER TO VENDOR IN THE CALENDAR YEAR IN WHICH THE DIRECT
DAMAGES ARE INCURRED. THIS LIMITATION APPLIES TO ALL CAUSES OF
ACTION OR CLAIMS IN THE AGGREGATE INCLUDING WITHOUT LIMITATION,
BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT
LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Term. The term of this Agreement shall commence on the Commencement
Date listed below and shall continue for a period of twelve (12) months,
ending on the Termination Date listed below.

Commencement Date	July 1, 2016
Termination Date	June 30, 2017

Termination.
   (a)   Either Party may terminate this Agreement upon thirty (30) days
         written notice to the other Party if the other Party materially
         breaches any of the terms of either this Agreement; provided,
         however, that (i) this Agreement shall not terminate if the
         breaching Party shall have cured the breach within such period,
         (ii) the exercise of such right of termination shall not limit any
         other rights or remedies of the terminating Party at law, in
         equity or hereunder, and (iii) the applicable period shall be ten
         (10) days instead of thirty (30) days in the case of a breach by
         Customer of any of its obligations hereunder with respect to
         payment, proprietary rights or confidentiality.
   (b)   Either Party may terminate this Agreement immediately if the
         other Party ceases to carry on its business; a receiver or similar
         officer is appointed for the other Party and is not discharged
         within thirty (30) days; the other Party becomes insolvent,
         admits in writing its inability to pay debts as they mature, is
         adjudicated bankrupt, or makes an assignment for the benefit of
         its creditors or another arrangement of similar import; or
         proceedings under bankruptcy or insolvency laws are
         commenced by or against the other Party and are not dismissed
         within (30) days.
   (c)   The termination of this Agreement shall automatically, and
         without further action by Vendor, terminate and extinguish
         Customer's right to use the Service. Customer's data will remain
         on the server for an undetermined length of time, although the

customer may request a copy of said data at any time. Should customer data be deleted, a minimum of 90 days notice will be provided to the customer prior to that deletion so that a copy of said data will be provided to the customer.

GENERAL

Survival. All provisions of this Agreement relating to proprietary rights, confidentiality, publicity, disclaimer of warranty and limitation of liability shall survive the expiration or sooner termination hereof.

Taxes. Customer shall pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby, excluding, however, income taxes on profits which may be levied against Vendor. Customer shall reimburse Vendor for the amount of any such taxes or duties paid or accrued directly by Vendor as a result of this transaction.

Publicity. Vendor may use the name of and identify Customer as a Vendor customer, in advertising, publicity, or similar materials distributed or displayed to prospective customers.

Complete Understanding. This Agreement, including all exhibits attached hereto, constitutes the final, complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes any prior proposals, understandings and all other oral and written agreements between the Parties relating to the subject matter hereof.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement or any Statement of Work shall be effective unless in writing and signed by the Party to be charged. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement or any Statement of Work shall operate as a waiver of any such right, power or remedy.

Force Majeure. Except for Customer's obligations to pay Vendor hereunder, neither Party shall be liable to the other Party for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, restrictions of law, regulations, orders or other

governmental directives, labor disputes, acts of God, third-party mechanical or other equipment breakdowns, fire, explosions, fiber optic cable cuts, interruption or failure of telecommunication or digital transmission links, Internet failures or delays, storms or other similar events (each, a "Force Majeure Event").

Assignment. Customer may not assign this Agreement, either in whole or in part.

Governing Law. This Agreement shall be governed by the laws of the State of California, excluding conflict of laws provisions thereof. The Parties hereto accept and acknowledge that the state and federal courts in Yolo County, California shall have sole and exclusive jurisdiction over any and all disputes concerning the rights and obligations from this Agreement.

Headings. The headings to sections of this Agreement are for convenient reference only and shall not be used in interpreting this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either Party hereto may execute this Agreement by signing any such counterpart. All of the Parties to this Agreement agree that the delivery of an executed copy of this Agreement by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered.

Notices. Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, three (3) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested; or (iii) if by next day delivery service, upon such delivery. All notices shall be addressed to the applicable Party at its respective address first set forth above or such other address as may be designated on notice to the other Party pursuant hereto.

Independent Contractors. Vendor and its personnel or agents, in performance of this Agreement, are acting as independent contractors and not as an employees or agents of Customer. Under no circumstance will either Party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other.