



SOFTWARE LICENSE AGREEMENT Summary Information

Agreement Number	SLSD2011
Customer	Southern Lehigh School District
Address	5775 Main St
Address	Center Valley, PA 18034
Contact	Mrs. Leah Christman
Telephone	(610) 282-3121 x5110

This is an Agreement between K12 Systems, Inc. ("K12 Systems" or "K12") with offices at Two Windsor Plaza, 7540 Windsor Drive, Allentown, PA 18195, and the Customer named above.

The intent of this General Licensing Agreement is to establish a general understanding of the applicable terms that apply to all application software products purchased or leased from K12 Systems. As each specific purchase or lease is made, this general agreement will be referenced, in an attachment which describes the specific products being purchased or leased in each separate transaction, along with any specific terms associated with a specific transaction. The specific software application products, to which this license agreement is to apply, are listed in Appendix A which is to become an integral part of this agreement.

K12 Systems will sell this license for the Software Products, and Customer agrees to purchase and license those Products under the terms and conditions herein.

This license allows the named application software to be loaded on named servers or mainframe computers (if applicable) within the named building(s) (if applicable) for the purpose of providing business and information services to offices and end users within the named institution. This license, for the aforementioned software, is to remain in effect per the term of this agreement, subject to the termination and cancellation provisions of item 16. Application software shall be maintained at current release levels over the licensing period.

1. Definitions

CUSTOMER means the institution named above.

K12 refers to K12 Systems.

CSS SERVICES refers to Customer Support Services provided by K12. Such services are provided as an annual chargeable service.

DOCUMENTATION means the user manuals, specifications, and other materials describing the operation of the Software.

END USER means the offices and persons using K12's software or services.
SERVER(S) means the computer equipment that controls or executes Software programs.

SERVICES means support for the Software and related Products.

SOFTWARE means the object code version of the software described on Appendix A.

SOURCE CODE means the source code of K12 software described in Appendix A.

SOFTWARE PRODUCTS means the software and associated reference CDs or materials.

PROPRIETARY INFORMATION means the K12 Software, Documentation, CDs, and any other information supplied by K12 to Customer relating to the software being licensed hereunder.

2. Term

2.1 This agreement will be effective as of July 1, 2011 for an initial term of four (4) years contract. This agreement will continue thereafter on a one year basis unless terminated by either party upon thirty (30) days written notice prior to the end of the agreement year.

3. Ordering Procedures

When ordering from K12, the initial purchase is to be accompanied by a duly signed copy of this license agreement. Subsequent orders may simply reference this agreement.

4. Delivery

K12 will provide Customer with one copy of the Software and related Documentation materials upon receipt of Customer's order(s) therefore.

5. Payment

1. 50% of the cost of the project (as specified in Appendix A or the applicable product attachment – initial cost plus yearly support) within thirty (30) days of execution of this Agreement (or the applicable product attachment).
2. The remaining initial cost balance of the project no later than August 1, 2011.

6. Taxes

Customer is a governmental entity and therefore exempt from any state sales tax, Customer will not be charged any sales tax.

7. Price Protection

Charges for one-time Software License Fees are at fixed rates as shown in Appendix A. If additional startup assistance is requested related to startup conversion efforts (beyond the initial fixed price), additional training, or other one-

time startup augmentation services, K12 will provide a work statement that specifies the work to be done, timeframes, and daily rates. Invoicing for work orders follow after the custom work is completed.

8. Customer Operational Responsibilities

Customer acknowledges it has independently determined that the Products and Services ordered under this Agreement, based on the representations and warranties in this Agreement, meet its requirements and the requirements of its end users at various office and building sites.

Customer has sole responsibility for use of the Products, including operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for Customer's intended use of the Products in providing services to its clients. K12 software is an "Off-the-Shelf" package whose procedures and design is intended to support generic national norms and standards of many customers. Tools are provided with the package to enable customization of reports, addition of new data fields, and other locally-desired variations.

Except for the initial training to be supplied by K12, as specified in Appendix A, Appendix B, and Appendix C or the applicable product attachment, Customer will accept the responsibility to keep its personnel educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable K12 manuals and instructions.

9. Protection of Proprietary Information

Customer will keep in confidence and protect Proprietary Information from direct or indirect disclosure to any and all third parties and restrict its use as provided in this Agreement. Customer acknowledges that unauthorized disclosure of Proprietary Information may cause substantial economic loss to K12 or its licensors. Customer therefore acknowledges and agrees that K12 may obtain injunctive relief, including permanent or temporary restraining orders against the breach or threatened breach of the provisions contained in this Paragraph. Proprietary Information will not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for Customer's authorized use. Customer will mark each copy, including its storage media, with all notices which appear on the original. K12 acknowledges that Customer is a governmental entity and, as such, Customer is not prohibited hereunder from disclosing any information concerning this Agreement or of K12 to other governmental entities or in the context of general public disclosure or in response to public inquiries, as it deems appropriate. Customer further is not prohibited from disclosing any Proprietary Information which is required to be disclosed by applicable law or court or governmental order, or from disclosing any information which is publicly known or is available or obtained from a source not bound by an obligation of confidentiality to K12.

Upon termination or cancellation of any license granted under this Agreement, Customer will destroy (and, in writing, certify destruction) and/or return to K12 all copies of the Software and any other related Proprietary Information in Customer's possession (including, without limitation, Proprietary Information incorporated in other software or writings).

During the term of the license(s) granted under this Agreement, K12 may be provided, may have access to or may come into possession of, certain proprietary and/or confidential information of Customer, including (without limitation) course content and design information and procedures, price/fee lists, school and student data, details of Customer's operations, contracts, business plans, products and services, and any document or information labeled, identified or regarded as confidential, proprietary or privileged (collectively, "Confidential Customer Information"). During the term of the license(s) granted under this Agreement, K12 shall not, directly or indirectly, acting alone or with others: (a) disclose to any other person or entity any Confidential Customer Information (unless required by law); or (b) use any Confidential Customer Information other than for performance of this Agreement. Upon expiration/termination of the license(s) granted under this Agreement or otherwise upon the request of Customer, K12 (c) will immediately cease to use any Confidential Customer Information for any purpose, (d) will immediately return all Confidential Customer Information, and all copies thereof (in whatever form) in K12's possession or control to Customer, and (e) will not at any time thereafter, directly or indirectly, disclose to any person or entity any such Confidential Customer Information (unless required by law).

Customer and K12 each will inform its employees of their obligations under this Section 9 and instruct them so as to ensure all such obligations are met.

10. License Terms

10.1 K12 grants to Customer (in-house model only) a non-exclusive and non-transferable license to use Software and related Documentation according to the terms and conditions of this Agreement, strictly for Customer's internal data processing and related requirements on Server(s) located within customer premises, on which the software is initially installed (or on its replacement server(s)). Customer's use of the Software is also governed by additional conditions that K12 provides in this document. Customer may make copies of the provided documentation as it deems necessary for its use of the Software as permitted hereunder. Said software license shall be deemed terminated at such time as Customer fails to maintain a valid support agreement with K12. Upon termination of software licensing, all application software provided by K12 must be purged from Customer's servers and notification of removal must be provided to K12 in writing. Customer data files remain the property of Customer, although proprietary data structures retain their copyrighted status and must not be disclosed to outside parties.

- 10.2 Customer will not decompile or disassemble any Software provided under this Agreement or modify Software that bears a copyright notice of any (non-K12) third party, the copyright to which is duly owned by such third party. Customer will make and maintain at least one archival copy of each item of K12 Software for permanent secure storage, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The archival software copy is in addition to normal backup copies that are normally created nightly and weekly for normal recovery purposes.
- 10.3 If the Server on which any item of software is licensed becomes temporarily unavailable, use of such Software may be temporarily transferred to an alternative Server.
- 10.4 K12 reserves, and Customer acknowledges and grants to K12, the right to audit the Software, any modifications, additions, or alterations to the Software developed by K12 and any other computer programs developed by K12 under this Agreement up to once per year, following reasonable prior notice, at K12 expense. Customer shall provide K12's employees, representatives and agents with access to the Software and such modifications, additions, alterations and additional computer programs, for the purpose of conducting such audit, during Customer's normal business hours, and upon reasonable prior notice, provided that such audit shall not disrupt Customer's normal operations and activities. Audit times shall be at a time approved by customer.
- 10.5 Customer acknowledges and agrees that the Software, any alterations, additions, or modifications made to the Software programs by K12 , and any other computer programs developed by K12 under this Agreement are and remain the property of K12.

11. Non-Exclusive License to Use Corrections

If, in the course of providing services under this Agreement, K12 Systems, Inc. creates and delivers to the Customer any software or software tools ("Corrections"), all copyright, patent and other intellectual property rights to such Corrections shall be retained by K12 Systems, Inc., and Customer shall receive a non-exclusive, royalty-free license to use such Corrections in connection with and during the term of, but subject to, its licensed use of K12 Systems, Inc. Software Suite. K12 Systems, Inc. reserves any and all rights not expressly granted herein.

12. Software Support Services

K12 offers Software Support to end-users for all Software supplied by K12. Such services include patches and fixes, new version releases, year-end federal and state report changes, hotline support, and access to K12's FTP

site for downloading of documentation and other resources. Software support coverage is indicated in the applicable attached appendix.

13. Alterations and Attachments

If K12 is providing Software Support Services, Customer will give K12 prior written notice of any proposed alterations to the Software. K12 has no obligation to provide Software Support Services for non-K12 modified Software. Should K12 agree to maintain, support or correct modified software, K12 may impose additional charges.

K12 is not responsible for any malfunction, nonperformance or degradation of performance of Software, Products, supplies, or maintenance support materials caused by or resulting directly or indirectly from any alteration that is not created by or at the direction or request of K12.

In the event that problems arise from applying in-house solutions, or from running in-house utility programs, or from running in-house data correction programs, apart from K12's utilities and apart from consultation with K12, charges for corrections will be billed to the Customer based on the hourly or daily rates in force at that time for K12 customers generally. Telephone consulting is included as part of the annual CSS support service, enabling corrective actions to be taken to the extent possible under such circumstances.

14. Limitation of Liability and Warranties

K12 warrants to Customer that the Software, Products and other materials as and when delivered to Customer by K12 and when properly used for the purpose and in the manner authorized by this Agreement, will perform as described in the Documentation in all material respects. This warranty shall terminate one hundred and eighty (180) days after the Effective Operations Date.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, K12 MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL K12, OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR CONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ALLEGED AS BREACH OF CONTRACT, TORTUOUS CONDUCT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME OR PROFIT OR LOSSES SUSTAINED AS DAMAGES TO PROPERTY OR LOSSES OR DAMAGES RESULTING FROM K12'S FAILURE TO DELIVER OR DELAY IN DELIVERING ANY ITEM UNDER THIS AGREEMENT OR LOSS OF DATA OR INFORMATION OF ANY KIND WHICH CUSTOMER MAY EXPERIENCE, EVEN IF K12 KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL K12'S LIABILITY FOR DAMAGES WITH

RESPECT TO ANY ITEM LICENSED OR SOLD, OR ANY SERVICE PERFORMED HEREUNDER, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT FOR SUCH ITEM.

Warranty coverage shall not extend to circumstances in which product failure is the result of hardware / software failure (whether server or workstation related). Warranty coverage is specifically excluded when failure is due to malicious action on the part of Customer or any 3rd party gaining access to Customer's servers and/or workstations – including but not limited to the introduction of malware, spyware, computer viruses, or other compromising of operating system, applications, or system data.

K12 may direct Customer to third parties having products or services that may be of interest to Customer for use in conjunction with the Products. Notwithstanding any K12 recommendation, referral or introduction, Customer will independently investigate and test third-party products and services and will have sole responsibility for determining suitability for use of third-party products and services. K12 has no liability with respect to claims relating to or arising from use of third-party products and services.

15. Patent, Copyright and Trade Secret Indemnification

K12 warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by K12 and when properly used for the purpose and in the manner authorized by this Agreement, do not infringe upon any United States patent, copyright, trade secret or other contract or proprietary right of any person or entity. K12 shall indemnify, defend and hold Customer and its representatives, its agents and employees harmless from and against any claim that the Software (excluding any non-K12 modifications) or Customer's license granted hereunder infringes a United States Copyright or patent, or any trade secret or other contract or proprietary right of any person or entity, provided that K12 is notified in writing promptly of such claim and further provided that K12 has sole control over its defense or settlement, and licensee provides reasonable assistance in the defense of the same. Following written notification of an infringement claim, K12, may, at its expense, without obligation to do so, (a) procure for Customer the right to continue to use the alleged infringement Software, or (b) replace or modify the Software to make it non-infringing, provided that the Software functionality does not change in any material adverse respect. K12 shall have no liability for any infringement claim based on Customer's use of the Software in combination with any non-K12 program if such infringement claim would have been avoided but for such use in combination.

This Section 15 states the entire liability of K12 and Customer's sole and exclusive remedies for patent or copyright infringement and trade secret

misappropriation. This Section 15 shall survive termination or cancellation of this Agreement.

16. Termination and Cancellation

K12 may suspend Services if any payment under this Agreement is past due more than 30 days.

Except as otherwise stated herein, either party may terminate this agreement upon thirty (30) days written notice prior to the end of the agreement year. Failure to give such notice will result in a renewal or extension of the Service in accordance with the provisions of the Appendix A.

Without prejudice to other remedies, K12 may cancel this Agreement or any order placed under it, for default if, upon written notice, Customer fails to (i) make any payment identified as 30 days delinquent within ten days of such notice or (ii) cure any default relating to Sections 9 and 10 within 30 days.

Upon termination of services for Customers employing the ASP service model, K12 will prepare and provide Customer with district specific data file(s). Such data file(s) will be in CSV (comma separated values) format. District specific data will not be provided to customer in native database format due to the proprietary manner in which data is formatted on the systems utilized by K12.

17. Notices

All notices required by this Agreement to be given to any party will be in writing and hand delivered or sent via certified or registered mail, return receipt requested, to such party's address on the cover page of this Agreement. Except that, all notices required by Sections 15 and 17 to be given to K12 will be addressed to:

K12 Systems, Inc.
Two Windsor Plaza
7540 Windsor Drive - Suite 314
Allentown, PA 18195

18. Arbitration

Subject to the provisions in this section hereafter, any controversy or claim arising out of or relating to this Agreement or the breach thereof may, to the extent agreeable to K12 and Customer, be settled by arbitration before three arbitrators in accordance with the Rules of the American Arbitration Association ("AAA") then in effect, and judgment up to the award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be conducted in the Customer's County and State. The arbitrators will be selected from a panel of persons having experience with and knowledge of electronic computers and the computer business, and at least one of the arbitrators selected will be an attorney.

The arbitrators will have no authority to award punitive damages nor any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

Either party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. Arbitration will not be required for actions for recovery of specific property, such as actions for replevin.

If arbitration is not agreeable to either party, all disputes arising under this Agreement shall be resolved in the Pennsylvania Court of Common Pleas in Lehigh County, Pennsylvania, by non-jury trial. K12 and Customer each hereby irrevocably agree to such jurisdiction and waive any right to a jury trial.

Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties.

Prior to initiation of arbitration, litigation or any other form of legal or equitable proceedings, the aggrieved party will give the other party written notice in accordance with Section 17 describing the claim and amount as to which it intends to initiate action.

19. Other Provisions

Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement due to any major unforeseeable event beyond the reasonable control of, and not caused by the fault or negligence of, such party or its agents, including without limitation, act of God, fire, earthquake, flood, explosion, actions of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, requisition, laws, orders of government or civil or military authorities; provided that the party having to perform in such event shall promptly resume or remedy, as the case may be, the performance of its obligations hereunder, as soon as practicable.

Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

This Agreement will be governed by the laws of State of Pennsylvania without reference to conflicts of laws, rules, or principles.

This Agreement constitutes the entire agreement between the parties with respect to the Products and Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and

oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by Customer.

This Agreement may be modified only in writing signed by a duly authorized representative of each party.

No arbitration proceeding or legal action, regardless of its form, related to or arising out of this Agreement, may be brought by either party more than two years after the cause of action first occurred.

Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force or effect. Customer acknowledges it has read and understands this Agreement (including all attached schedules and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

Nothing herein shall be deemed a waiver of any immunity provided to Customer by applicable law.

Times specified for delivery of any Software, Products or services are of the essence of this Agreement.

20. System Security

If K12 Systems, Inc. is given access to the Customer's computer systems in connection with performance of support, K12 Systems, Inc. shall not intentionally violate any security measures employed by the Customer and made known to K12 Systems, Inc. in writing.

Under ASP option, K12 will take all commercially reasonable steps to protect access, use, contamination, theft, and dissemination of Customer's information and data. K12 will employ commercially reasonable efforts to ensure the security, confidentiality and integrity of all pertinent data and other confidential information transmitted through, managed by, or stored on K12's systems, including without limitation: (i) maintenance of independent archival and backup copies of all of Customer's data; and (ii) protection from any network attack and other malicious, harmful or disabling data, work, code or program. More specifically, the system includes security provisions such as verification of the authenticity of users and access control lists, and security shields through Secure Sockets Layer (SSL) or equivalent or stronger security software and a combination of public-key and symmetric key encryption.

Under in-house option security shall remain the responsibility of the customer.

K12, by executing this Agreement, agrees to abide by the Pennsylvania Data Breach Notification Act ("PDBNA"). Because K12 will be maintaining, storing, and/or managing computerized data on Customer's behalf, K12 must

provide Customer with notice of any breach of the security system following its discovery by K12. Customer will then make determinations and discharge any remaining duties under the "PDBNA".

21. Disclosure of Customer Identity

K12 Systems, Inc. will not intentionally disclose the identity of the Customer on its Web site, advertising, press releases, or other publicly released publicity without the Customer's prior written consent.

22. Legal Relationship

The parties enter this Agreement as, and shall remain, independent contractors with respect to one another. Nothing in this Agreement is designed to create, nor shall create between them, a partnership, joint venture, agency, or employment relationship.

23. Development Personnel

The Customer agrees that, without K12 Systems, Inc.'s prior written consent, the Customer will not, during the term of this Agreement and for a three (3) year period after termination, employ or use the services of any person (whether as an officer, director, shareholder, partner, employee, agent, consultant or independent contractor) who was a K12 Systems, Inc. employee or developer and who provided services to the Customer on behalf of K12 Systems, Inc. during the term of this Agreement.

In the event the Customer breaches this provision, K12 Systems, Inc. shall be entitled to liquidate damages as calculated herein to compensate K12 Systems, Inc. for locating, recruiting, hiring and training a replacement person. K12 Systems, Inc.'s liquidated damages shall be a sum equal to two times the gross annual compensation of the person who the Customer has wrongfully hired or engaged. Gross annual compensation means twelve times the wrongfully hired person's last full month's compensation from K12 Systems, Inc. including pro rata bonuses and benefits without set off for any sums due K12 Systems, Inc. The parties agree and acknowledge that this amount is a reasonable, liquidated amount and not a penalty.

24. Import/Export Processing Fee

Transfer of district/building data from the Student Information System or vice versa to the third party product/software will be processed in the following manner:

K12 Systems will work with the school district to accommodate the needs of the school district. If the utility program does not exist in K12 System's utility library, meaning that K12 Systems had not done any import/export with that particular vendor/product, K12 Systems will build the utility program based on product software specification under the new service. K12 Systems will assess the scope of the project and will submit a proposal for approval to the school district.

25. Confidentiality

“K12 acknowledges the confidentiality of Customer’s data, passwords and other confidential and proprietary information, and hereby agrees not to use or disseminate any of such confidential information except for the express purpose of enabling K12 to perform its obligations hereunder. Without the prior written consent of your authorized representative, K12 agrees that it will not disclose or distribute any of Customer’s confidential information or permit any person or entity to have access to any such confidential information, other than K12’s employees and such other parties as may reasonably require access for purposes of K12’s performance hereunder. K12 agrees that it will not duplicate or distribute to anyone any of Customer’s confidential information without the prior written consent of Customer’s authorized representative or a duly authorized legal authority with warrant or equivalent. K12 shall use, at a minimum, the same degree of care as to such confidential information, and shall maintain its confidentiality as K12 uses in respect to its own proprietary and confidential information. Upon termination of this Agreement for any reason, K12 shall immediately return to Customer all media containing any versions or portions of Customer’s confidential information, and shall destroy any confidential information retained in any computer records of K12 within 30 days”.

26. Privacy

K12, by executing this Agreement, verifies that it has read, understands and agrees to comply with the laws and regulations relevant to Customer’s responsibility to protect the privacy and confidentiality of Customer’s students, employees and other information and data. In all ways possible, the privacy, confidentiality and security of all such information and data shall be strictly maintained. K12 agrees to abide by all applicable laws, regulations, policies, standards and the like, of any governmental or quasi-governmental entity having jurisdiction, and all of Customer’s policies pertaining to privacy, security, safety, employment, and civil rights, including but not limited to, all requirements of the Family Educational Rights and Privacy Act, the Health Insurance Privacy and Accountability Act, and Customer’s Acceptable Use of Technology Policy.

K12 may not use the names of any students and/or any private, confidential, and/or personally identifiable information pertaining to any of Customer’s students or employees, and/or any of Customer’s confidential information and/or data, and K12 may not redisclose any such information to any other person or source.

27. Warranty and Indemnification

K12 warrants that, for the term of the Agreement beginning at the installation date of all software, the system will be free from defects of material and workmanship. During this period, K12 will also provide technical support. K12 warrants that the system will perform all functions that Customer and K12 have agreed will be provided. K12 represents and warrants that the software and related documentation was developed or lawfully obtained by K12 and K12 has the right to license the software and related documentation to Customer. K12 also represents and warrants that neither the software nor the related documentation infringe upon or otherwise violate any third party’s patent,

trademark, copyright or other intellectual property rights. K12 also warrants and represents that it will use fully qualified, capable personnel to perform and provide all services to be provided to Customer under this Agreement; and that K12 actions in providing the services will not void or otherwise invalidate any warranty or other rights given or granted by any third party with respect to the services and/or software, or any portion thereof.

28. Data Conversion/Ownership

Customer Data shall be converted to required format for K12 Systems software. Integrity of original data shall not be compromised during the conversion process. Customer Data, data files remain the property of customer, although proprietary data structures retain their copyrighted status and must not be disclosed to outside parties.

29. On-site Visits

All K12 employees shall always be in the presence of a customer representative when working on customer premises.

The undersigned, intending to be legally bound, agree to the Software License Agreement specified above, and agree to the prices and payment terms and any special terms and conditions attached hereto.

K12 Systems, Inc.	Southern Lehigh School District
Signature:	Signature:
Name Printed: Esse S. Azar, Ph. D.	Name Printed:
Title: President/CEO	Title:
Date:	Date:



SOFTWARE GENERAL LICENSE AGREEMENT

Agreement Number	SLSD2011
Customer	Southern Lehigh School District
Address	5775 Main St
Address	Center Valley, PA 18034
Contact	Mrs. Leah Christman
Telephone	(610) 282-3121 x5110

ASP - M

Application	Services	First Year Cost		2011/2012	2012/2013	2013/2014
		Initial Cost	2010/2011 Support Cost	Yearly Support Cost	Yearly Support Cost	Yearly Support Cost
A. Sapphire Suite Software A1. Sapphire Student Information System <ul style="list-style-type: none"> • Demographics • Enrollment • Attendance • Grading • Discipline Scheduling • Transcript A2. Sapphire Report Writer	Software – District wide license (3100 students) 1 st year: \$14.70 per student 2 nd year: \$15.10 per student 3 rd year: \$15.50 per student 4 th year: \$15.90 per student		\$45,570.00	\$46,810.00	\$48,050.00	\$49,290.00
A3. PA State Report A4. PIMS	Software – District wide license	Included	Included	Included	Included	Included
A5. Sapphire Teacher Gradebook Lesson Planner Elementary Report Card	Software – District wide license					
A6. Sapphire Community Portal	Software – District wide license					
A7. Sapphire SchoolNurse	Software – District wide license					
A8. Sapphire Special Education/IEP Writer	Software – District wide license					
B. Maintenance Cost and Support						
C. Training	Staff Training 15 Days @ \$850.00 per day	\$12,750.00				
D. Implementation Services	Professional Staff Development <ul style="list-style-type: none"> ◇ Kick-off Meeting ◇ Initial Data Collection ◇ Consulting ◇ Project Management 	\$10,000.00				
E. Configuration Services	Data Conversion and Data Mapping \$850.00 per day – 8 days	\$6,800.00				
Total		\$29,550.00	\$45,570.00	\$46,810.00	\$48,050.00	\$49,290.00

This proposal, including pricing, is valid for 60 days from the date of proposal submission.

Sapphire Suite Software includes the following modules:

A. Sapphire Suite Software

A1. Sapphire Student Information System

- ◇ Demographics
- ◇ Enrollment
- ◇ Attendance
- ◇ Grading
- ◇ Discipline
- ◇ Scheduling
- ◇ Transcript

A2. Sapphire Report Writer

A3. PA State Report

A4. PIMS

A5. Sapphire Teacher Gradebook

Lesson Planner

Elementary Report Card

A6. Sapphire Community Portal

A7. Sapphire SchoolNurse

A8. Sapphire Special Education/IEP Writer

- Additional training can be purchased at the rate of \$850.00 per day.