

Documents

Relating to:

Contracts

&

Data Sharing Agreements

PUBLIC CONSULTING GROUP, INC.
EasyIEP™ LICENSE AGREEMENT
AMENDMENT

This AMENDMENT to the LICENSE AGREEMENT between Public Consulting Group, Inc. ("PCG") and Brockton Public Schools (School System) is effective April 7, 2009.

WHEREAS, PCG provides to School System PCG's special education tool (EasyIEP™) to assist School System staff with the requirements of the Individuals with Disabilities Education Act (IDEA); and

WHEREAS, School System staff members enter student information into EasyIEP™ to prepare Individualized Education Programs ("IEPs") in compliance with IDEA; and

WHEREAS, PCG offers EasyIEP™ FastTrack Analysis™ as a supplemental service to EasyIEP™; and

WHEREAS, School System wishes to amend the LICENSE AGREEMENT to allow PCG to provide the EasyIEP™ FastTrack Analysis™ as a supplemental service to EasyIEP™ to assist School System staff in interpreting School System's student information entered into EasyIEP™.

NOW, THEREFORE, the parties agree to amend the LICENSE AGREEMENT to add the following provisions:

1. PCG will provide its EasyIEP™ FastTrack Analysis™ service to School System.
2. School System authorizes PCG to access School System's student information in EasyIEP™ and student state assessment data provided to PCG by the school system as necessary for PCG to provide the EasyIEP™ FastTrack Analysis™ service.
3. PCG will use reasonable efforts to maintain the confidentiality of student information through technical, administrative and physical safeguards to protect against loss, unauthorized access, destruction, misuse and improper disclosure.
4. PCG will not release or publish the information contained within the EasyIEP™ FastTrack Analysis™ service without the express written permission of School System.
5. Payment for PCG's EasyIEP™ FastTrack Analysis™ service will be negotiated between the parties.
6. The initial term of this AMENDMENT shall be one (1) year commencing with the effective date of the AMENDMENT. The AMENDMENT will automatically renew after the initial term unless terminated by either party in accordance with Paragraph 6 below.
7. This AMENDMENT to add the EasyIEP™ FastTrack Analysis™ service to the LICENSE AGREEMENT may be terminated by either party and such termination shall be effective on the thirtieth (30th) day after the other party receives written notice of the termination.



8. This AMENDMENT will automatically terminate upon the termination or expiration date of the LICENSE AGREEMENT.

9. This AMENDMENT is supplemental to the LICENSE AGREEMENT and does not alter any of its terms.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed by their duly authorized representatives.

PUBLIC CONSULTING GROUP, INC.

BROCKTON PUBLIC SCHOOLS

By: *Peter Marshall*
Signature

By: _____
Signature

Peter MARSHALL
Printed Name

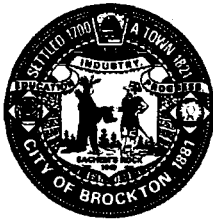
Printed Name

Associate Manager
Title

Title

5/4/09
Date

Date



DATA SHARING AND CONFIDENTIALITY AGREEMENT

This Data Sharing and Confidentiality Agreement (the "Agreement") is between the Brockton Public Schools (herein "BPS") and the President and Fellows of Harvard College on behalf of the Graduate School of Education, National Center for Teacher Effectiveness project that is led by Tom Kane (PI), Heather Hill (co-PI) and Corinne Herlihy (project director) (herein "Harvard"). During the course of this Agreement, BPS and Harvard, will share the use and application of information and confidential information (herein "Confidential Information").

BPS has certain "Confidential Information" which it will describe in the attached appendices. It is necessary for BPS to release to the Harvard, the Confidential Information in order that Harvard can develop and propose research applications and opportunities. Such research applications and opportunities will be attached to this Agreement in companion appendices.

As a condition to the release and use of the Confidential Information, BPS and the Harvard, agree as follows:

1. The Harvard, acknowledges the confidential nature of the BPS information and as such agrees that:
 - a. Confidential Information will not be released to any third party (including any subcontractors or affiliates of Harvard),
 - b. Harvard, will limit access to the Confidential Information to its researchers to the extent necessary for the purposes set forth in its forthcoming Relational Appendices.
 - c. Any Product (as defined in Paragraph 4 below) will not include the names or addresses of any individual or any information that could be specifically linked to any individual and any Product shall not present information in any manner that would directly or indirectly reveal individual names, addresses or other confidential information specifically linked to an individual.
2. Harvard and BPS each agree that they shall comply with all Federal and State laws and regulations governing the confidentiality of the Confidential Information.
3. Harvard, agrees that it shall use the Confidential Information only for the purposes set forth in forthcoming Relational Appendices.
4. Harvard will be free to share, publish or otherwise release any findings, conclusions, analyses, reports, or products of any nature (all of the foregoing shall be referred to herein as the "Products") derived from the Confidential Information after providing the Superintendent of



City of Brockton
BROCKTON PUBLIC SCHOOLS
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BPS or her/his authorized representative with a thirty (30) day period in which to review each publication, provided that such review shall be limited to the identification of Confidential Information contained in the Product. At the end of the 30-day review period, Harvard shall have the right to publish. For the avoidance of doubt, once a work has been reviewed, the content may be disclosed in substantially the same form on multiple occasions without additional review by Superintendent of BPS or her/his authorized representative. .

Harvard, shall obtain no right of any kind in the Confidential Information, which shall at all times remain the property of BPS. Upon completion of the purposes set forth in attached appendices or prior termination of the relationship between Harvard, and BPS, Harvard shall return all Propriety Information to BPS and/or shall destroy all Confidential Information (including all computer or electronic files containing Confidential Information).

5. Harvard agrees that under no circumstances shall it use the Confidential Information for monetary gain.
6. This Agreement shall not apply to any information that (a) is now or hereinafter becomes, through no act or failure to act on the part of Harvard generally known on a non-confidential basis to the public; (b) is hereinafter rightfully furnished to Harvard by a third party having an apparent bona fide right to disclose the information and without restriction on disclosure; (c) was lawfully in the possession of Harvard before receipt from BPS; or (d) is independently developed by Harvard and does not contain Confidential Information.
7. Either party may terminate this Agreement without cause by providing thirty (30) days prior written notice to the other party. The obligations set forth in this Agreement shall survive the completion of the purposes set forth in forthcoming Relational Appendices and the termination of this Agreement between BPS and Harvard.
8. Except as expressly authorized in this Agreement, neither BPS nor Harvard shall use (alone or as part of another name) any names, logos, seals, insignia or other words, symbols or devices that identify the other party or any unit, division or affiliate of the other party ("Protected Names") for any purpose in connection with the Purpose or this Agreement except with the prior written approval of, and in accordance with restrictions required by, the other party, nor shall either party seek to register any Protected Name of the other party in any manner in any jurisdiction. Notwithstanding the foregoing, Harvard may disclose the existence of the relationship and this Agreement for legal purposes.
9. **NO REPRESENTATIONS OR WARRANTIES.** All Confidential Information is provided "as is." BPS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONFIDENTIAL INFORMATION'S ACCURACY, COMPLETENESS, SUITABILITY OR USE. BPS warrants that it has the right to provide the Confidential Information to Harvard. HARVARD MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE RESEARCH AND RESEARCH RESULTS AND DISCLAIM ALL

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REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

10. **Independent Contractors; Non-Exclusive.** The parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the parties by this Agreement. Neither party is authorized to act on behalf of the other or to incur any obligations in the name of the other. Nothing in this Agreement shall be construed as obligating the parties to enter into any subsequent agreement or relationship.

IN WITNESS WHEREOF, both the Brockton Public Schools, through its duly authorized representative, and Harvard, through its duly authorized representative, have executed this Agreement as of the last date written below.

President and Fellows of Harvard College
 Brockton Public Schools

By: _____

Name: Tiffany B. Blackman
 Title: Grants and Contracts Officer
 Office for Sponsored Programs
 Date: _____

By: _____

Name: Maureen Lovett
 Title: Director of Student Information Systems
 Date: _____

Appendix 1: Research Study Title and Abstract from Proposal to BPS

The data that we are requesting is related to the *The National Center for Teacher Effectiveness: Developing Measures of Effective Mathematics Teaching* study. A Research Study Request was submitted to BPS on January 15, 2010. The approval letter from BPS was sent to the project director, Corinne Herlihy, and dated February 15, 2010. The proposal abstract is included below for reference.

Proposal Abstract:

The National Center for Teacher Effectiveness: Developing Measures of Effective Mathematics Teaching study will identify practices and characteristics that distinguish between more and less effective teachers and will use this information to develop a suite of empirically validated and practical instruments that can be used by school districts to identify, recruit, develop and retain



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BROCKTON PUBLIC SCHOOLS
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more effective teachers. While focusing on math instruction in grades 4 and 5, the study will have four primary goals:

to unify the disparate strands of research on teacher effectiveness, combining “value-added” measures based on student achievement gains with a close study of the features of effective teachers and teaching;

to develop a suite of empirically validated instruments for measuring effective teaching of mathematics;

to operationalize the measures and ensure that they are usable in the field;

to externally validate the measure of teacher effectiveness against student achievement.

The study will include three years of data collection in approximately 50 schools and observations of mathematics instruction in approximately 200 classrooms. The development work will be conducted in partnership with three school districts whose leaders share a commitment to measuring effective instruction. In Brockton, we hope to include 40 teachers in 8-10 schools. Data collection will include video observation of four math lessons each year, student assessment in mathematics each fall and spring, short student surveys and a survey of teacher’s practices and beliefs each spring.

The validated tool that will be created in years two and three will bring new knowledge to practice and enable school leaders to measure math teachers’ use of effective teaching practices. Schools and districts may use this tool to identify professional development needs to improve the effectiveness of their teaching force, ultimately improving the educational experiences of students in participating districts and across the nation. Brockton school principals will test this tool in the third year of the study and Brockton will have first access to the final tool and training materials to support its use.

Appendix 2: Data Requested

1. **Student Course Schedule data:** We need data that links teachers with the students to whom they teach mathematics. We realized the composition of mathematics classes may change over the course of the year. We’d like the data pull from the spring around the time of state testing or at the end of the year. This data will be merged with other original data collected by the NCTE research team, which is identified by the student district id and teacher name, as well as merged with MCAS data described below.

- a. Grades 4 and 5

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- b. All BPS schools
 - c. Mathematics courses
 - d. School years:
 - i. 2009-10 (if available)
 - ii. **2010-11**
 - iii. 2011-12 (when available)
 - iv. 2012-13 (when available)
 - e. Student district id
 - f. Teacher pseudo id
 - i. include crosswalk for NCTE participating teachers by name (list of teachers is included in appendix 3)
2. **MCAS data:** We will use MCAS test scores in mathematics and English Language Arts as covariates and outcomes in our statistical models. We will use prior grade test scores as “pre-tests” and current grade scores as “outcomes.”
- a. MCAS scores:
 - i. Raw
 - ii. Scaled
 - iii. Performance level (aggregated)
 - b. Subjects:
 - i. Mathematics
 - ii. ELA
 - c. Grades: 3-5
 - d. School years:
 - i. 2008-09
 - ii. 2009-10
 - iii. 2010-11
 - iv. 2011-12 (when available)
 - v. 2012-13 (when available)
 - e. Student Demographics
 - i. All available including (if possible) SPED, low-income, race, gender, and date of birth
3. **Codebook/Legend** for values of the variables in the datasets.

CSV files are appreciated, though we can work with most formats.



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Appendix 3: NCTE Participating Teachers (as of April 2012)

| School Name | Last Name | First Name | Grade |
|-----------------------|-----------|------------|-------|
| Arnone Elementary | | | 5 |
| Arnone Elementary | | | 4 |
| Arnone Elementary | | | 5 |
| Arnone Elementary | | | 5 |
| Arnone Elementary | | | 4 |
| Arnone Elementary | | | 4 |
| Arnone Elementary | | | 5 |
| Arnone Elementary | | | 5 |
| Arnone Elementary | | | 5 |
| Arnone Elementary | | | 4 |
| Arnone Elementary | | | 4 |
| Arnone Elementary | | | 4 |
| Arnone Elementary | | | 5 |
| Baker Elementary | | | 4 |
| Baker Elementary | | | 5 |
| Baker Elementary | | | 4 |
| Baker Elementary | | | 5 |
| Baker Elementary | | | 5 |
| Baker Elementary | | | 5 |
| Brookfield Elementary | | | 5 |
| Brookfield Elementary | | | 4 |
| Brookfield Elementary | | | 4 |
| Brookfield Elementary | | | 4 |
| Davis Elementary | | | 4 |
| Davis Elementary | | | 4 |
| Davis Elementary | | | 5 |
| Davis Elementary | | | 5 |
| Downey Elementary | | | 4 |
| Downey Elementary | | | 4 |
| Downey Elementary | | | 4 |
| Downey Elementary | | | 5 |
| George Elementary | | | 5 |



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| | | |
|--------------------|--|---|
| George Elementary | | 5 |
| George Elementary | | 4 |
| Hancock Elementary | | 5 |
| Hancock Elementary | | 4 |
| Hancock Elementary | | 5 |
| Hancock Elementary | | 4 |
| Hancock Elementary | | 5 |
| Hancock Elementary | | 4 |
| Kennedy Elementary | | 4 |
| Kennedy Elementary | | 4 |
| Kennedy Elementary | | 5 |
| Kennedy Elementary | | 5 |
| Kennedy Elementary | | 5 |
| Kennedy Elementary | | 4 |
| Kennedy Elementary | | 4 |
| Raymond Elementary | | 5 |
| Raymond Elementary | | 4 |
| Raymond Elementary | | 4 |
| Raymond Elementary | | 4 |
| Raymond Elementary | | 5 |
| Raymond Elementary | | 5 |
| Raymond Elementary | | 4 |
| Raymond Elementary | | 5 |
| Raymond Elementary | | 4 |



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DATA SHARING AND CONFIDENTIALITY AGREEMENT

This Data Sharing and Confidentiality Agreement is the overarching general "Agreement" between the Brockton Public Schools (herein "BPS") and eSped. During the course of this Agreement, BPS and eSped, will share the use and application of information and confidential information (herein "Confidential Information"). The organization of this information, which shall be made a part of this Agreement as specified in this document, shall be as follows: BPS will draft formal appendices which are consecutively lettered (App A, App B and so forth) and eSped, will draft formal appendices which are consecutively numbered and so relate to each BPS appendix (so that App 1 will relate to App A, App 2 will relate to App B and so forth; herein "the Relational Appendices") Upon approval by both parties to this Agreement, said appendices shall be attached to this Agreement and shared as research opportunities arise.

BPS has certain "Confidential Information" which it will describe in forthcoming appendices. It is necessary for BPS to release to the eSped, the Confidential Information in order that eSped can develop and propose research applications and opportunities. Such research applications and opportunities will be attached to this Agreement in companion appendices.

As a condition to the release and use of the Confidential Information, BPS and the eSped, agree as follows:

1. The eSped, acknowledges the confidential nature of the BPS information and as such agrees that:
 - a. Confidential Information will not be released to any third party (including any subcontractors or affiliates of the eSped,
 - b. eSped, will limit access to the Confidential Information to its employees to the extent necessary for the purposes set forth in its forthcoming Relational Appendices.
 - c. Any Product (as defined in Paragraph 4 below) will not include the names or addresses of any individual or any information that could be specifically linked to any individual and any Product shall not present information in any manner that would directly or indirectly reveal individual names, addresses or other confidential information specifically linked to an individual.
2. eSped and BPS each agree that they shall comply with all Federal and State laws and regulations governing the confidentiality of the Confidential Information.



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BROCKTON PUBLIC SCHOOLS
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3. eSped, agrees that it shall use the Confidential Information only for the purposes set forth in forthcoming Relational Appendices.
4. Except as may be provided in forthcoming Relational Appendices, eSped, agrees that it will not share, publish or otherwise release any findings, conclusions, analyses, reports, or products of any nature (all of the foregoing shall be referred to herein as the "Products") derived from the Confidential Information without prior written approval from the Superintendent of BPS or her/his authorized representative. Any findings, conclusions, analyses, reports, or products not derived from Confidential Information will be made available to the Superintendent of BPS prior to release for his/her review.

eSped, shall obtain no right of any kind in the Confidential Information, which shall at all times remain the property of BPS. Upon completion of the purposes set forth in forthcoming Relational Appendices or prior termination of the relationship between eSped, and BPS, eSped shall return all Propriety Information to BPS and/or shall destroy all Confidential Information (including all computer or electronic files).

5. eSped agrees that under no circumstances shall it use the Confidential Information or any Product for monetary gain.
6. This Agreement shall not apply to any information that, (a) is now or hereinafter becomes, through no act or failure to act on the part of eSped generally known on a non-confidential basis to the public, or (b) is hereinafter rightfully furnished to eSped, by a third party as a matter of right and without restriction on disclosure.
7. The obligations set forth in this Agreement shall survive the completion of the purposes set forth in forthcoming Relational Appendices and the termination of any working relationship between BPS and eSped.

IN WITNESS WHEREOF, both the Brockton Public Schools, through its duly authorized representative, and eSped, through its duly authorized representative, have executed this Agreement as of the last date written below.

eSped

Brockton Public Schools

By: _____

By: _____

Name:

Name: Maureen Lovett

Title:

Title: Director of Student Information Systems

Date: _____

Date: _____

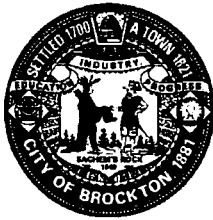


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Appendix A

Student Demographic data

Special Education data from Microsoft SQL backup file originating from Public Consulting Group's easyIEP software system



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DATA SHARING AND CONFIDENTIALITY AGREEMENT

This Data Sharing and Confidentiality Agreement is the overarching general "Agreement" between the Brockton Public Schools (herein "BPS") and (company name/education entity). During the course of this Agreement, BPS and (company name/education entity), will share the use and application of information and confidential information (herein "Confidential Information") through the BPS Student Information System product called Infinite Campus. The organization of this information, which shall be made a part of this Agreement as specified in this document, shall be as follows: BPS will draft formal appendices which are consecutively lettered (App A, App B and so forth) and (company name/education entity), will draft formal appendices which are consecutively numbered and so relate to each BPS appendix (so that App 1 will relate to App A, App 2 will relate to App B and so forth; herein "the Relational Appendices") Upon approval by both parties to this Agreement, said appendices shall be attached to this Agreement and shared as research opportunities arise.

BPS has certain "Confidential Information" which it will describe in forthcoming appendices. It is necessary for BPS to release to the (company name/education entity), the Confidential Information in order that (company name/education entity) can enter data and monitor student participation in its program(s).

As a condition to the release and use of the Confidential Information, BPS and the (company name/education entity), agree as follows:

1. The (company name/education entity), acknowledges the confidential nature of the BPS information and as such agrees that:
 - a. Confidential Information will not be released to any third party (including any subcontractors or affiliates of the (company name/education entity)),
 - b. (company name/education entity), will limit access to the Confidential Information to its employees to the extent necessary for the purposes set forth in its forthcoming Relational Appendices.
 - c. (company name/education entity) shall not present information in any manner that would directly or indirectly reveal individual names, addresses or other confidential information specifically linked to an individual.
2. (company name/education entity) and BPS each agree that they shall comply with all Federal and State laws and regulations governing the confidentiality of the Confidential Information.
3. (company name/education entity), agrees that it shall use the Confidential Information only for the purposes of monitoring students in its program(s).



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4. Except as may be provided in forthcoming Relational Appendices, (company name/education entity), agrees that it will not share, publish or otherwise release any findings, conclusions, analyses, reports, or products of any nature (all of the foregoing shall be referred to herein as the "Products") derived from the Confidential Information without prior written approval from the Superintendent of BPS or her/his authorized representative. Any findings, conclusions, analyses, reports, or products not derived from Confidential Information will be made available to the Superintendent of BPS prior to release for his/her review.

(company name/education entity), shall obtain no right of any kind in the Confidential Information, which shall at all times remain the property of BPS. Upon completion of the program or prior termination of the relationship between (company name/education entity), and BPS, (company name/education entity) shall be removed from Infinite Campus access and return all Propriety Information to BPS and/or shall destroy all Confidential Information (including all computer or electronic files).

5. (company name/education entity) agrees that under no circumstances shall it use the Confidential Information or any Product for monetary gain.
6. This Agreement shall not apply to any information that, (a) is now or hereinafter becomes, through no act or failure to act on the part of (company name/education entity) generally known on a non-confidential basis to the public, or (b) is hereinafter rightfully furnished to (company name/education entity), by a third party as a matter of right and without restriction on disclosure.

IN WITNESS WHEREOF, both the Brockton Public Schools, through its duly authorized representative, and (company name/education entity), through its duly authorized representative, have executed this Agreement as of the last date written below.

(company name/education entity)

Brockton Public Schools

By: _____

By: _____

Name:

Name: Maureen Lovett

Title:

Title: Director of Student Information Systems

Date: _____

Date: _____



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Appendix A



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DATA SHARING AND CONFIDENTIALITY AGREEMENT

Amended May 13, 2009

This Data Sharing and Confidentiality Agreement is the overarching general "Agreement" between the Brockton Public Schools (herein "BPS") and DataMetrics Software, Inc. During the course of this Agreement, BPS and DataMetrics Software, Inc., will share the use and application of information and confidential information (herein "Confidential Information"). The organization of this information, which shall be made a part of this Agreement as specified in this document, shall be as follows: BPS will draft formal appendices which are consecutively lettered (App A, App B and so forth) and DataMetrics Software, Inc., will draft formal appendices which are consecutively numbered and so relate to each BPS appendix (so that App 1 will relate to App A, App 2 will relate to App B and so forth; herein "the Relational Appendices") Upon approval by both parties to this Agreement, said appendices shall be attached to this Agreement and shared as research opportunities arise.

BPS has certain "Confidential Information" which it will describe in forthcoming appendices. It is necessary for BPS to release to the DataMetrics Software, Inc., the Confidential Information in order that DataMetrics Software, Inc., can develop and propose research applications and opportunities. Such research applications and opportunities will be attached to this Agreement in companion appendices.

As a condition to the release and use of the Confidential Information, BPS and the DataMetrics Software, Inc., agree as follows:

1. The DataMetrics Software, Inc., acknowledges the confidential nature of the BPS information and as such agrees that:
 - a. Confidential Information will not be released to any third party (including any subcontractors or affiliates of the DataMetrics Software, Inc.,
 - b. DataMetrics Software, Inc., will limit access to the Confidential Information to its employees to the extent necessary for the purposes set forth in its forthcoming Relational Appendices.
 - c. Any Product (as defined in Paragraph 4 below) will not include the names or addresses of any individual or any information that could be specifically linked to any individual and any Product shall not present information in any manner that would directly or indirectly reveal individual names, addresses or other confidential information specifically linked to an individual.
2. DataMetrics Software, Inc., and BPS each agree that they shall comply with all Federal and State laws and regulations governing the confidentiality of the Confidential Information.

*Basan Nembirkow, Superintendent of Schools, City of Brockton, Massachusetts 01908-1000
basan.nembirkow@brocktonschools.org*

Basan Nembirkow, Superintendent of Schools



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3. DataMetrics Software, Inc., agrees that it shall use the Confidential Information only for the purposes set forth in forthcoming Relational Appendices.
4. Except as may be provided in forthcoming Relational Appendices, DataMetrics Software, Inc., agrees that it will not share, publish or otherwise release any findings, conclusions, analyses, reports, or output (including paper and electronic form) of any nature (all of the foregoing shall be referred to herein as the "Products") derived from the Confidential Information without prior written approval from the Superintendent of BPS or her/his authorized representative. Any findings, conclusions, analyses, reports, or products not derived from Confidential Information will be made available to the Superintendent of BPS prior to release for his/her review.

DataMetrics Software, Inc., shall obtain no right of any kind in the Confidential Information, which shall at all times remain the property of BPS. Upon completion of the purposes set forth in forthcoming Relational Appendices or prior termination of the relationship between DataMetrics Software, Inc., and BPS, DataMetrics Software, Inc., shall return all Proprietary Information to BPS and/or shall destroy all Confidential Information (including all computer or electronic files).

5. DataMetrics Software, Inc., agrees that under no circumstances shall it use the Confidential Information or any Product for monetary gain.
6. This Agreement shall not apply to any information that, (a) is now or hereinafter becomes, through no act or failure to act on the part of DataMetrics Software, Inc., generally known on a non-confidential basis to the public, or (b) is hereinafter rightfully furnished to DataMetrics Software, Inc., by a third party as a matter of right and without restriction on disclosure.
7. The obligations set forth in this Agreement shall survive the completion of the purposes set forth in forthcoming Relational Appendices and the termination of any working relationship between BPS and DataMetrics Software, Inc.

IN WITNESS WHEREOF, both the Brockton Public Schools, through its duly authorized representative, and DataMetrics Software, Inc., through its duly authorized representative, have executed this Agreement as of the last date written below.

DataMetrics Software, Inc.

Brockton Public Schools

By: _____

By: _____

Name:

Name: Eligijus Suziedelis

Title:

Title: Executive Director, Office of Accountability,
 Planning and Technology

Date: _____

Date: _____



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Appendix A

The following data will be released to DataMetrics Software, Inc.:

1. Assessment data including state and local assessments.
2. Student Roster information including student id, student name and student demographics.



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DATA SHARING AND CONFIDENTIALITY AGREEMENT

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 - a. Confidential Information will not be released to any third party (including any subcontractors or affiliates of the DataMetrics Software, Inc.,
 - b. DataMetrics Software, Inc., will limit access to the Confidential Information to its employees to the extent necessary for the purposes set forth in its forthcoming Relational Appendices.
 - c. Any Product (as defined in Paragraph 4 below) will not include the names or addresses of any individual or any information that could be specifically linked to any individual and any Product shall not present information in any manner that would directly or indirectly reveal individual names, addresses or other confidential information specifically linked to an individual.
2. DataMetrics Software, Inc., and BPS each agree that they shall comply with all Federal and State laws and regulations governing the confidentiality of the Confidential Information.

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BROCKTON PUBLIC SCHOOLS
Basan Nembirkow ♦ Superintendent of Schools

3. DataMetrics Software, Inc., agrees that it shall use the Confidential Information only for the purposes set forth in forthcoming Relational Appendices.
4. Except as may be provided in forthcoming Relational Appendices, DataMetrics Software, Inc., agrees that it will not share, publish or otherwise release any findings, conclusions, analyses, reports, or products of any nature (all of the foregoing shall be referred to herein as the "Products") derived from the Confidential Information without prior written approval from the Superintendent of BPS or her/his authorized representative. Any findings, conclusions, analyses, reports, or products not derived from Confidential Information will be made available to the Superintendent of BPS prior to release for his/her review.

DataMetrics Software, Inc., shall obtain no right of any kind in the Confidential Information, which shall at all times remain the property of BPS. Upon completion of the purposes set forth in forthcoming Relational Appendices or prior termination of the relationship between DataMetrics Software, Inc., and BPS, DataMetrics Software, Inc., shall return all Propriety Information to BPS and/or shall destroy all Confidential Information (including all computer or electronic files).

5. DataMetrics Software, Inc., agrees that under no circumstances shall it use the Confidential Information or any Product for monetary gain.
6. This Agreement shall not apply to any information that, (a) is now or hereinafter becomes, through no act or failure to act on the part of DataMetrics Software, Inc., generally known on a non-confidential basis to the public, or (b) is hereinafter rightfully furnished to DataMetrics Software, Inc., by a third party as a matter of right and without restriction on disclosure.
7. The obligations set forth in this Agreement shall survive the completion of the purposes set forth in forthcoming Relational Appendices and the termination of any working relationship between BPS and DataMetrics Software, Inc.

IN WITNESS WHEREOF, both the Brockton Public Schools, through its duly authorized representative, and DataMetrics Software, Inc., through its duly authorized representative, have executed this Agreement as of the last date written below.

DataMetrics Software, Inc.

Brockton Public Schools

By: _____

By: _____

Name:

Name: Eligijus Suziedelis

Title:

Title: Executive Director, Office of Accountability,
Planning and Technology

Date: _____

Date: _____

Crosby Administration Building ♦ 43 Crescent Street ♦ Brockton, Massachusetts 02301-4376

www.brocktonpublicschools.com

Brockton. Education. Industry. Progress.



City of Brockton

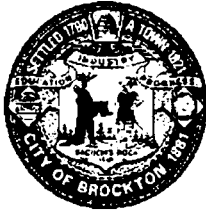
BROCKTON PUBLIC SCHOOLS

Basan Nembirkow • Superintendent of Schools

Appendix A

The following data will be released to DataMetrics Software, Inc.:

1. Unit Test Data and Benchmark assessment data for 2008-2009.
2. MEPA assessment data from 2003 to the present.
3. MELA-O assessment data from 2003 to the present.
4. IPT assessment data from 2007 to the present.
5. MCAS assessment data from 2003 to the present.



City of Brockton

BROCKTON PUBLIC SCHOOLS

Erson Nemtarkovs, Superintendent of Schools

3. eSped, agrees that it shall use the Confidential Information only for the purposes set forth in forthcoming Relational Appendices.
4. Except as may be provided in forthcoming Relational Appendices, eSped, agrees that it will not share, publish or otherwise release any findings, conclusions, analyses, reports, or products of any nature (all of the foregoing shall be referred to herein as the "Products") derived from the Confidential Information without prior written approval from the Superintendent of BPS or her/his authorized representative. Any findings, conclusions, analyses, reports, or products not derived from Confidential Information will be made available to the Superintendent of BPS prior to release for his/her review.

eSped, shall obtain no right of any kind in the Confidential Information, which shall at all times remain the property of BPS. Upon completion of the purposes set forth in forthcoming Relational Appendices or prior termination of the relationship between eSped, and BPS, eSped shall return all Propriety Information to BPS and/or shall destroy all Confidential Information (including all computer or electronic files).

5. eSped agrees that under no circumstances shall it use the Confidential Information or any Product for monetary gain.
6. This Agreement shall not apply to any information that, (a) is now or hereinafter becomes, through no act or failure to act on the part of eSped generally known on a non-confidential basis to the public, or (b) is hereinafter rightfully furnished to eSped, by a third party as a matter of right and without restriction on disclosure.
7. The obligations set forth in this Agreement shall survive the completion of the purposes set forth in forthcoming Relational Appendices and the termination of any working relationship between BPS and eSped.

IN WITNESS WHEREOF, both the Brockton Public Schools, through its duly authorized representative, and eSped, through its duly authorized representative, have executed this Agreement as of the last date written below.

eSped

By: 

Name: George P. Dhrens

Title: CEO

Date: 7.22.11

Brockton Public Schools

By: 

Name: Maureen Lovett

Title: Director of Student Information Systems

Date: 8/8/2011



City of Brockton
BROCKTON PUBLIC SCHOOLS
Basan Nembirkow + Superintendent of Schools

Appendix A

Student Demographic data

Special Education data from Microsoft SQL backup file originating from Public Consulting Group's easyIEP software system

WEB PORTAL AGREEMENT

This agreement consists of a license to use the web portal known as "YourPlanForCollege" ("YPFC"), developed by the Massachusetts Educational Financing Authority ("MEFA"), along with terms and conditions of use. In consideration of the terms and conditions contained in the MEFA Web Portal Standard Terms and Conditions, the Schedules listed below and this Cover Page (collectively, this "Agreement") School agrees to be bound herein.

This Agreement incorporates the following documents:
MEFA Web Portal Standard Terms and Conditions
Schedule A - Protecting Student Information
Schedule B - Form of YourPlanForCollege Privacy Policy
Schedule C - Form of YourPlanForCollege Terms and Conditions
Schedule D - Minimum Technical Compatibility Requirements

Please complete the information below and FAX the completed form to: (617) 224-5075

Attn: Stephanie Wells, YourPlanForCollege All fields are required.

School Information

School: Brockton High School School URL: www.bpsma.org
Primary Contact Name: Cathie Leger Title: Dept. Head of Guidance
Mailing Address: 470 Forest Ave.
City: Brockton State: Ma Zip: 02301 County: Plymouth
Phone: 508-580-7633 Fax: 508-580-7800 Email: _____
Total # of 9-12 Students: _____ Graduating Class Size: _____ College Bound %: _____
College Board (CEEB) Code: 220433 School District: Brockton Public Schools

Community Administrator Information

(Community Administrator is the lead at the high school who is responsible for setting up counselors and other staff to use YPFC)

Community Administrator Name: Cathie Leger Title: Dept. Head of Guidance
Phone: 508-580-7477 Fax: 508-580-7499 Email: catherineleger@bpsma.org

Data Manager Information

(Data Manager is typically an individual from a school's IT staff who is responsible for uploading data into YPFC.)

Data Manager Name: Maureen Lovett Title: Director of Student Systems
Phone: 508-580-7935 Fax: 508-580-894-4234 Email: maureenlovett@bpsma.org
Name and Version of Student Information System (SIS): Infinite Campus vE. 1118.4

I have read this Agreement, including the "Protecting Confidential Student Information" Schedule and acknowledge MEFA's role as a "school official" under the Federal Educational Rights and Privacy Act of 1974 (FERPA), and am authorized to agree to the terms herein.

Print Name: Maureen Lovett Title: Director of Student Systems
Phone: 508-580-7935 Fax: 508-894-4234 Email: maureenlovett@bpsma.org
Authorized School Signature: Maureen Lovett Date: 06/19/11

Acknowledged by MEFA:

Print Name: Stephanie Wells Title: Deputy Director, YourPlanForCollege.org
Phone: 617-224-4809 Fax: 617-224-5075 Email: swells@mefa.org
Authorized MEFA Signature: _____ Date: _____

MEFA WEB PORTAL STANDARD TERMS AND CONDITIONS

INTRODUCTION

MEFA, in conjunction with ConnectEDU, has developed a web portal known as "YourPlanForCollege" ("YPFC") to provide comprehensive information to all Massachusetts students, their families and counselors. YPFC provides tools and resources to assist high school counselors in their efforts to help students with academic planning, college research and applications, financial aid research, career and skills assessment, and general college and career readiness. School is interested in providing access to YPFC to its students and has agreed to participate on the terms and conditions set forth herein.

School acknowledges that performance of YPFC depends upon the availability of compatible browser and other technology as set forth on Schedule D. MEFA is not responsible for any failure of performance due to non-compatible technology.

Ownership

YPFC, the related documentation, and all authorized copies thereof, shall remain the exclusive property of MEFA, and shall not be used in any way other than as allowed by this Agreement. Third parties have rights in underlying software and the operating platform of YPFC and as between School and MEFA, School acknowledges that YPFC and its related documentation and all copyrights, trade secret rights and other intellectual property rights with respect thereto, are and will be at all times the property of MEFA, even if suggestions, ideas or improvements suggested by School are incorporated into subsequent versions of YPFC. Once the agreement is signed, School will also be bound to comply with the online Terms and Conditions, a form of which is attached as Schedule C.

Account Password and Security

School will receive a password and account designation upon execution of this Agreement. These passwords are the property of MEFA and must not be disclosed to any other party. School is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under the password or account associated with School. School agrees to immediately notify MEFA of any unauthorized use of School's password or account or any other breach of security. MEFA cannot and will not be liable for any loss or damage arising from School's failure to comply with this Section.

Confidentiality

School acknowledges that YPFC, related documentation and other materials provided, are the confidential information of MEFA. MEFA acknowledges that the student information forwarded to YPFC is the confidential information of School and the students (collectively, with the confidential information delivered by MEFA, the "Confidential Information"). Each party agrees to use Confidential Information only for the purposes of delivering and using YPFC. Each party further agrees to take all steps reasonably necessary to maintain and protect the Confidential Information in the strictest confidence. Subject to the terms of this Agreement, each party agrees that it will not, without the express written permission of the other party, disclose the Confidential Information directly or indirectly to any third person, excepting its employees and consultants who have agreed to be bound by the terms of this Agreement and pursuant to the Privacy Policies of YPFC and ConnectEDU.

Disclaimer of All Warranties

YPFC AND THE RELATED DOCUMENTATION IS PROVIDED "AS IS" AND SCHOOL UNDERSTANDS THAT IT ASSUMES ALL RISKS OF ITS USE, QUALITY, AND PERFORMANCE. SCHOOL ACKNOWLEDGES AND AGREES THAT MEFA SHALL HAVE NO RESPONSIBILITIES TO SCHOOL TO CORRECT ANY DEFECTS OR PROBLEMS WITH THE OPERATION OF YPFC, OR TO ASSURE THAT YPFC OPERATES PROPERLY. MEFA DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO YPFC AND THE RELATED

DOCUMENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Disclaimer of Liability

SCHOOL AGREES AND ACKNOWLEDGES THAT MEFA SHALL HAVE NO LIABILITY WHATSOEVER TO SCHOOL FOR ANY PROBLEMS IN OR CAUSED BY YPFC, WHETHER DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL.

No Fee

School's participation in YPFC is at no fee.

License

Subject to the terms and conditions of this Agreement, MEFA grants to School a non-exclusive, non-assignable, and non-transferable license to access and use YPFC. School may view, print and download portions of the content and/or information on YPFC solely in connection with its use of YPFC, and solely for its own use or records. In printing or downloading content and/or information from YPFC, School agrees not to change or delete any proprietary notices, trademarks and the like from any printed or downloaded content and/or information, whether belonging to MEFA, its third party licensors, or content providers. Except as otherwise provided in this Agreement, School may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another webpage, use on any other website, transfer, or sell any content and/or information appearing on YPFC. If School makes use of YPFC other than as authorized herein, School may be in violation of copyright laws and other laws of the United States and other countries, as well as applicable state laws, and may be subject to penalties and/or legal or equitable remedies available to MEFA or any of its licensors.

Links to Other Websites

YPFC may contain links to other external websites. MEFA does not endorse, and MEFA is not liable for, any content, products, services, software or other materials available on such other websites, even if a page or pages of the other websites are framed with a page of YPFC. MEFA is not responsible for the privacy practices or the content of any other website. School agrees to the terms of service and privacy policies, if any, of the respective other websites.

School Authorization

AUTHORIZATION: School represents that it is in compliance with federal and state privacy laws and expressly acknowledges that MEFA has been contracted by School as a designated "school official" to assist School with its college, career and financial aid counseling activities. Please refer to the "Protecting Confidential Student Information" in Schedule A for a detailed explanation of MEFA's role relative to student/parent data and privacy issues. The use of YPFC and services shall be governed expressly by the YPFC Privacy Policy attached hereto as Schedule B.

TERM: The subscription period is 12 months from account activation. This agreement shall auto-renew at the end of the term for successive terms of one year each, unless written notice is received of School's intention not to renew.

ACKNOWLEDGEMENT: School understands and acknowledges that YPFC is being offered to School free of charge. School intends to make this its tool to manage the "going to college and career" process for our students. As such, School recognizes the importance of and agrees to provide the necessary data to MEFA to enable training of School counselors, students and parents, including but not limited to personally identifying information such as students' name, date of birth, address, e-mail address, telephone number, grade level and such additional information as is required to provide by the college and financial aid applications that student chooses to complete. YPFC also collects personal identifying information in the form of student records, made available for the purpose of facilitating guidance counseling relating to the college selection process, and also from our partners, the Massachusetts Department of Education and Massachusetts Department of Secondary and Elementary

Education. Student records collected include student names, student identification numbers, e-mail addresses, GPA, grades, courses taken, standardized test scores, and related information on college application plans and acceptance.

Protecting Confidential Student Information (Schedule A)

MEFA provides high schools access to our programs for the purpose of assisting students and families with searching for, applying to and paying for college. High schools share student information with MEFA to help students for these express purposes. MEFA takes very seriously its responsibility regarding student information. The Privacy Policy and Terms of Use are available online and will describe in detail MEFA's position regarding the treatment of confidential information. The intended forms of such policies are attached to this Agreement. In general terms, MEFA never shares specific student or parent information unless expressly directed to do so by the student or parent. On occasion, MEFA shares aggregate data (also known in the industry as "de-identified data"), for the purpose of analyzing trends in the admissions process. MEFA operates on behalf of educational institutions in full compliance with all federal and state school privacy laws, including the Family Education Rights and Privacy Act of 1974 (FERPA). MEFA works with its service provider to maintain an advanced, managed security perimeter for YPFC, consistent with auditable SAS 70 Level II security standards.

Why does MEFA collect student information from high schools and is that data shared?

MEFA assists high school guidance professionals and administrators with the task of helping students and their families search for, apply to and pay for college. In that process, MEFA collects certain student data from the school (grades, test scores, course information, extracurricular activities and other student information). When students/parents direct us to-and NOT unless specifically directed by students/parents-we will share data with relevant parties such as colleges, scholarship services or others who might help students/families with the college search and selection process. In the case of school transcript information, counselors must specifically authorize when and to whom this data can be shared. Occasionally we share aggregate (non student-specific) data for the purpose of analyzing admissions trends. Finally, MEFA is continually seeking partners to assist students and families with various steps in the going-to-college process. Each partner is carefully selected based upon the partner's unique ability to assist students and families with specific solutions regarding preparing for, searching for, applying to or paying for college. Students and families always indicate to us if they are interested in interacting with our partners (see "Opt In," below). Data is never "sold" to our partners or any one else for the purposes of soliciting users. MEFA shares student information with its platform solution provider, ConnectEDU, who is contractually bound to protect the confidentiality of the student data. Students and families may not "opt out" of that sharing, which is necessary to the operation of YPFC.

What is FERPA and under what circumstances can data be shared?

In 1974, Congress passed the Family Educational Rights and Privacy Act (FERPA). This Act was designed to protect the privacy of confidential student information. Schools are responsible for protecting that information and for ensuring compliance with FERPA regulations. From time to time, schools share student information as part of their routine support of students and families and within the intention of FERPA. When data is shared, it must be with a person or a MEFA with a "legitimate educational interest." Under these circumstances, that person or MEFA is acting as an agent of the school, a designated "school official," that has been contracted to perform a special task. MEFA's client high schools verify that MEFA is approved to complete the "special task" of assisting the school and its students with preparing for, searching for, applying to and paying for college. In this role, MEFA is permitted to receive confidential student information from the school, without the need for separate and specific parental permission.

What is PPRA and how does it impact the sharing of student information?

PPRA is short for Protection of Pupil Rights Act. Under this regulation, schools are required to adopt and comply with privacy procedures relating to the collection, disclosure or use of personal information from students if that information is sold for marketing purposes or provided to another who intends to use the information for marketing purposes. Parents of minor students, students over the age of 18 or emancipated minors must be given the option by the school to "opt out" of having their information shared for these purposes. Schools have existing PPRA privacy policies that allow for "opt outs" by appropriate parties. MEFA, in its role as designated "school official" under FERPA, receives student information for the purpose of assisting students and parents with preparing for, searching for, applying to and paying for college. MEFA's own privacy policies and terms of use of its website prohibit the sharing of any specific student's information without the express consent of the student or parent (and in the case of certain information such as the student's transcript, the school's guidance counselor). If a school is aware that a parent, a student age 18 or older or an emancipated minor has "opted out" under its PPRA privacy policy, the school should not provide data to MEFA for that student. If MEFA receives that data in error, MEFA will remove the data immediately upon notification of the error by the school, student or parent.

Removal / Destruction of Data

In the event that a high school discontinues its relationship with MEFA, a high school can notify MEFA, in writing, and MEFA will destroy and remove all of the personally identifiable data provided to MEFA by the high school within 15 days.

"User Defined Online Permission"

Finally, MEFA is governed by two essential principles regarding the role its users play in defining their own privacy on MEFA platforms.

1. "Opt In" versus "Opt Out": "Opt Out" has been a principle that has governed the electronic sharing of data for several years. This phrase is used to describe a methodology where a user elects declines, up front, to share ANY data. Users in an online environment typically decline participation via a "check box" on the home page. Because MEFA understands that certain users prefer that none of their data be shared (except with service providers as necessary to provide YPFC), MEFA likewise provides for a blanket "opt out." However, MEFA contends that an "opt in" process is far more useful to its users and is both more conservative and flexible than traditional "opt out" processes. An "opt in" process assumes a student doesn't want to share any student-specific data unless the student answers affirmatively to a data request regarding a particular action. For example, MEFA assumes a student DOESN'T want to interact with a particular college unless the student AFFIRMATIVELY RESPONDS to a request to do so. By utilizing an "opt in" process, users can flexibly decide to share student-specific data if and when they, in their sole discretion, deem it is appropriate to do so.
2. No Advertising, No Spam Policy: MEFA does not accept advertising and will never sell, rent or share contact information unless directed to do so by an individual user.

Form of YPFC Privacy Policy (Schedule B)

Privacy Policy

Welcome to "YourPlanForCollege," the Web portal of the Massachusetts Educational Financing Authority ("MEFA"), in collaboration with the Massachusetts Department of Higher Education and the Massachusetts Department of Elementary and Secondary Education. MEFA and its partners provide this service to you subject to this Privacy Policy relating to the collection and use of personal information. By visiting this website and using the YourPlanForCollege services, you agree to be bound by the terms of our Privacy Policy and our Terms of Use.

INTRODUCTION

The Massachusetts Educational Financing Authority ("MEFA" or "we") uses industry standard practices to safeguard the confidentiality of your personal information. MEFA recognizes and respects the privacy interests of MEFA users and is committed to protecting that privacy and keeping users informed about our privacy policy.

UPDATES AND CHANGES TO THIS POLICY

We may update this privacy policy from time to time to reflect changes in the manner in which we deal with personal information, whether to comply with then applicable regulations and self-regulatory standards or otherwise. The privacy policy posted here will always be current. Unless stated otherwise, our current privacy policy applies to all information that we have about you. We will not materially change our policies and practices to make them less protective of personal information collected in the past without the consent of affected users.

WHAT THIS PRIVACY POLICY COVERS

- The information, including the personal identifying information, that we collect
- Reasons we collect your personal identifying information
- Ways in which information, including personal identifying information may be used and disclosed
- Security measures to prevent misuse of information entrusted to MEFA
- Cookies
- Modifying and deleting your information
- Methods of enforcing this Policy

THE INFORMATION WE COLLECT

"YourPlanForCollege" collects information about you, including personally identifying information such as your name, date of birth, address, e-mail address, telephone number, grade level and such additional information as you are required to provide by the college and financial aid applications that you choose to complete. "YourPlanForCollege" also collects personal identifying information in the form of your student records, which records are made available to us by contracting high schools that designate MEFA as an agent or contractor to help collect and process such information for the purpose of facilitating guidance counseling relating to the college selection process, and also from our partners, the Massachusetts Department of Education and Massachusetts Department of Secondary and Elementary Education. Student records collected may include student names, student identification numbers, e-mail addresses, GPA, grades, courses taken, standardized test scores, and related information on college application plans and acceptance.

When you log on to www.yourplanforcollege.org, your browser will automatically transmit to our server the IP address of your computer and type of browser you are using. (An IP address is a number that is automatically assigned to your computer whenever you are surfing the Web). Although your browser transmits the IP address of your computer, we do not associate this IP address with any personally identifiable information. We may collect aggregate and anonymized information about you and your use of our Website whenever you visit us online. For instance, we may collect various forms of "click stream" information such as entry and exit points for our website (i.e. referring URLs or domains), site traffic statistics, page views, impressions, and operating system and browser type. In addition, when users request pages on our website, our servers may automatically log their IP addresses. This aggregate information generally will not personally identify you or be correlated to you individually for external purposes.

In sum, YourPlanForCollege does not collect any personally identifiable information about users other than what users submit and their browsers transmit, and student records obtained from high schools and our partners. No personal information will be released without your prior approval and only for a designated purpose, subject to the exceptions noted below under "Ways in Which Information May Be Used and Disclosed".

MANAGEMENT AND PROTECTION OF STUDENT INFORMATION

High schools and our partners provide MEFA and "YourPlanForCollege" with student information. Schools may provide student names, student identification numbers, e-mail addresses, GPA, grades, courses taken, standardized test scores, and related information on college application plans and acceptances.

"YourPlanForCollege" and MEFA handles student information received from educational institutions and operates, on behalf of contracting schools, in compliance with federal and state school privacy laws, including The Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). FERPA is a federal law that protects the privacy of student educational records, and applies to all schools receiving federal funding. With certain exceptions, this law prohibits schools from releasing personally identifying information of students under the age of 18 without parental consent. By

designating MEFA as a "school official" and/or a designated contractor to facilitate guidance counseling in connection with college selection, institutions are permitted to share data with MEFA without express, parental consent under the exception provided by 34 CFR § 99.31 (a)(1).

The classification as a "school official", or as a contracted company with a "legitimate educational interest" is described by the Family Policy Compliance Office (FPCO). The FPCO FERPA policy and advisory materials on this issue can be found at <http://www.ed.gov/policy/gen/guid/fpc/index.html> and <http://www.ed.gov/policy/gen/guid/fpc/ferpa/lea-officials.html>

REASONS WE COLLECT YOUR PERSONAL IDENTIFYING INFORMATION

MEFA, through "YourPlanForCollege," collects personal information from you for three reasons. The first reason is to enable us to respond to your questions or contact you when necessary in connection with the functioning of the Web portal. The second reason is to perform a task, such as filling out a college application, requested by you. Finally, as described earlier, we collect additional information about users to help us better facilitate the use of our service.

WAYS IN WHICH YOUR INFORMATION MAY BE USED AND DISCLOSED

Except as set forth below, the personally identifiable data you submit to the Web portal (or that "YourPlanForCollege" obtains from your school or from our partners) is not made available or distributed to third parties, except with your express consent and at your direction. In particular, unless otherwise specified below, neither MEFA nor "YourPlanForCollege" will give, sell or provide access to your personal information to any company, individual or organization for its use in marketing or commercial solicitation or for any other purpose, except as is necessary for the operation of this site.

WAYS IN WHICH PERSONAL IDENTIFYING INFORMATION MAY BE USED

1. Forms and Surveys. The Web portal will use your personal identifying information to automatically fill out the forms and surveys noted below upon your instructions to do so.

- Applications for admission
- Financial aid applications
- Freshman and transfer planners, which can assist you in selecting courses and otherwise planning to meet admission requirements
- Requests for information or material from colleges or other institutions you specify

Unless expressly instructed or authorized by you, these forms and surveys are not disclosed to third parties.

2. Internal Analysis. We may use your information, including your personally identifying information to help diagnose problems with MEFA's servers and to administer the Web portal. We may aggregate your information with the information of other users for our own internal statistical, design, operational purposes such as to estimate our audience size; measure aggregate traffic patterns; and understand demographic, customer interest and other trends among our guests and customers.

3. Use and Disclosure of Aggregated Data. As described earlier, we may collect aggregate and anonymized information about you and your use of "YourPlanForCollege" whenever you visit us online. This aggregate information generally will not personally identify you or be correlated to you individually for external purposes. We may collect, compile, store, publish, promote, report, sell, or otherwise disclose or use any and all aggregate information, provided that, such information does not personally identify you. When we share such information with other companies, or with contracting schools, it is not traceable to any particular user, and will not be used to contact you. If we do correlate any aggregate information to you, such information will be treated like any other personal identifying information under this Policy.

4. Compliance with the Law and Other Special Circumstances. When required by law to comply with any valid legal process such as a search warrant, subpoena, statute, regulation or court order, MEFA will supply such information contained in your "YourPlanForCollege" account that MEFA may be legally required to supply. In addition, MEFA may release specific information relevant to special cases, such as a physical threat to you or others or an attempted breach of security on the Web portal.

5. Permission-Based Support Services. From time to time, users will be offered resources and support services related to their use of the site. For example, users who select colleges for their college list often elect to receive additional information from and/or have online interaction with those colleges. Whether or not information is received by users from interested parties is permission-based. Users will affirmatively choose to receive such information and have such interactions, at their sole discretion. Users may receive reminders of these opportunities or invitations to participate in certain activities (such as an online chat) in order to maximize their college search and application process but will make individual decisions regarding participation.

6. Legal Rights to Protect and Defend. We may disclose personal information if required to do so by law or in good faith believe that such action is necessary to protect and/or defend our rights or property.

SECURITY MEASURES TO PREVENT MISUSE OF INFORMATION ENTRUSTED TO US

We use technical, administrative and physical safeguards to maintain the security of your information. We enable the data you input to be encrypted when in route between your browser and the Web portal server and when in route between the Web portal server and some other browser or server. This practice helps prevent unauthorized third parties from intercepting and gaining access to your private data during transmission over the Internet. We use industry-standard encryption supported by all popular Web browsers.

Data residing on the Web portal server is password protected, and access is provided only to those employees of MEFA who require such access to administer and maintain our system or to provide requested customer support to users of the Web portal. Each MEFA employee who has access to the data residing on the Web portal server has agreed in writing to respect the privacy of all such personal data.

ISSUANCE OF PASSWORDS; MUTUAL OBLIGATION TO PROTECT PRIVACY

You will be asked to establish a password before you will be permitted to access the Web portal. These passwords are the property of MEFA and for security reasons must not be disclosed to any other party. Passwords identify the user as a member of the "YourPlanForCollege" Web portal. Members acknowledge that disclosing passwords to others will result in the termination of their rights to use the Web portal and that the misuse of passwords or misrepresentation of identity by use of another's password may compromise our security, causing irreparable harm to MEFA and allowing MEFA to enforce its rights under the Terms of Use. If you lose control of your password, you may lose substantial control of your personally identifiable information and may be subject to legally binding actions taken on your behalf. Therefore if your password has been compromised for any reason, you should immediately contact MEFA to deactivate your old password and apply for a new password. MEFA will not disclose a member's password to any third-party, except as may be required by law or as otherwise described in the Terms of Use and in the "WAYS IN WHICH YOUR INFORMATION MAY BE USED AND DISCLOSED" section above.

MEFA shall not be responsible for any damages incurred as a result of unauthorized use of your password and hereby expressly **DISCLAIMS** all responsibility for any such damages.

COOKIES

A cookie is a small file that a website transfers to a user's computer, which may then be stored on its hard drive. The Web portal uses cookies to remember you and personalize your web-viewing experience by keeping track of your session when logged on to "YourPlanForCollege." Cookies enable you to maintain continuity as you move from page to page on the Web portal and to avoid the nuisance of being asked to provide the same information repeatedly. Cookies also allow us to make sure that only your browser can exchange information regarding your account with our servers. Cookies cannot be used to steal personal information or to gain access to information that you did not directly provide. The cookies we use are set when you log on to www.yourplanforcollege.org and are erased when you log off the Web portal or completely close your browser.

DON'T WANT COOKIES?

Most browsers are initially set to accept cookies. If you don't want cookies, you can set your browser to disable or refuse cookies or to alert you when cookies are being used. You should note, however, that functionality on the Web portal will be compromised.

MODIFYING, CORRECTING, OR DELETING YOUR INFORMATION

You may update, otherwise modify or delete from the data stored on the Web portal any personal information you previously provided. To modify personal information, (i) log on to www.yourplanforcollege.org, (ii) access either your user profile or an application containing the information you want to change, and (iii) modify that information using standard word-processing techniques. To delete personal information, (i) log on to www.yourplanforcollege.org, (ii) access your user profile, and (iii) delete the information you want to remove from your Web portal account using standard word-processing techniques. Please recognize that if you delete information, it will no longer be available through your account.

If you are unable to change your profile using the standard Web portal service features, or wish to delete or modify your student records provided to MEFA by your school, or delete your account from the MEFA system, you may:

1. Send e-mail to support@yourplanforcollege.org or
2. Call 866-322-8241 and speak to a YourPlanForCollege representative to request a correction or deletion.

ENFORCEMENT

MEFA is committed to ensuring the integrity and security of user information. MEFA intends to pursue all legal remedies available to it in the event that its security measures and/or this Policy is breached, including but not limited to pursuit of all criminal and civil law enforcement proceedings available as of the occurrence of any breach. Should you believe that your data has been released or used in a way that is contrary to your rights or this Policy you should contact either the helpdesk at support@yourplanforcollege.org, or call 866-322-8241 and ask to speak to a YourPlanForCollege representative.

Form of Web Portal Terms and Conditions (Schedule C)

Introduction

Welcome to "YourPlanForCollege," the Web portal of the Massachusetts Educational Financing Authority ("MEFA"), in collaboration with the Massachusetts Department of Higher Education and the Massachusetts Department of Elementary and Secondary Education. MEFA and its partners provides this service to you subject to the following Terms of Use which may be updated from time to time without notice to you. In addition, when using particular MEFA services ("Services"), you shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms of Use. By accessing and using the domain www.yourplanforcollege.org/.com/.net and all subdomains (the "website"), you are agreeing to be legally bound by these Terms of Use.

Terms of Use

1. GENERAL.

"YourPlanForCollege" (the "website") provides users with access to a wealth of resources and information on-line to assist parents and high school students with the college search and admissions process. Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to these Terms of Use. You understand and agree that the Services provided through the website are provided "AS IS" and that

You agree that MEFA, in its sole discretion, may terminate your password, account (or any part thereof) or use of the website and the Service, and remove and discard any content within the website, for any reason, including without limitation, for lack of use or if MEFA believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. MEFA may also in its sole discretion and at any time discontinue providing Services to you, with or without notice. You agree that any termination of your access to the website and/or the Service under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that MEFA may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the services provided in the website. Further, you agree that MEFA shall not be liable to you or any third-party for any termination of your access to the Services.

**Minimum Technical Compatibility Requirements
(Schedule D)**

- Microsoft Internet Explorer version 7.0 or higher (Mac OS & PC)
- Mozilla Firefox version 3.0 or higher (Mac OS & PC)
- Netscape Navigator/Communicator version 9 or higher (PC)
- Apple Safari version 3.0 or higher (Mac OS)
- Apple Safari version 3.0 or higher (PC)
- Opera version 9.0 or higher (Mac OS & PC)
- Adobe Acrobat Reader version 3.02 or higher (Mac OS & PC)

neither MEFA, nor any of its partners or collaborators, assume any responsibility for the timeliness, accuracy or reliability of the Services, or for any deletion, incorrect delivery, or failure to store any user communications or personalization settings.

By using the website, you are representing to MEFA that:

- You are at least 14 years old (or the minimum legal age in the jurisdiction in which you are viewing this website).
- You will not use the website for any unlawful purpose.
- You understand and agree that MEFA may discontinue or change the website and the Services at any time, without notice.
- You also understand and agree that MEFA may discontinue or restrict your use of this website and the Services for any reason without notice.
- You are familiar with and agree to abide by these Terms of Use, including any updates or changes to these Terms of Use. In the event that you are unwilling or unable to abide by any amendments or changes to these Terms of Use, you will inform MEFA immediately by e-mailing Customer Support at support@yourplanforcollege.org or by calling 866-322-8241 and your use of the Services and website will be terminated.
- You will not upload files, or cause users to upload files, that contain viruses, corrupted files or any other similar software or programs that may adversely affect the operation of the Services or any other computer linked to the Service, including computers of other users.

2. MEFA PRIVACY POLICY.

Data you provide and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at [Privacy Policy](#).

3. MEFA PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY.

The technology, ideas, concepts, graphics, trademarks, service marks, trade dress, graphical user interfaces and computer software that enables or facilitates the Services, together with the collection of factual data associated with the Services and the website ("Content") is the property of MEFA or its licensors, and is protected by U.S. and international copyright, trademark and other intellectual property laws. Your use of the Services and this website and your access to the Content does not confer any right or license to use any of the Content for any purpose or by any means other than use in connection with the Service. This website and the Content may be used only for your personal and non-commercial use. You agree not to copy, reproduce, distribute, transmit, broadcast, circulate, modify, display, perform, publish, translate, create derivative works based upon, store, frame or link to any Content on the website without the express prior written consent of MEFA, with this one exception: You may, on an occasional and irregular basis, reproduce, distribute, display or transmit an insubstantial portion of Content, for a noncommercial purpose and without charge, to a limited number of individuals, provided you include all copyright and other proprietary rights notices with such portion of the Content in the same form in which the notices appear on the website, the original source attribution, and the phrase in 14 point font "Used with permission from MEFA, Inc." Under no circumstances are you permitted to post any Content from the website to forums, newsgroups, mail lists, electronic bulletin boards or other websites, without the prior written consent of MEFA. To request consent for other matters, you may contact MEFA by contacting support@yourplanforcollege.org. You further agree not to reverse engineer any aspect of the Service or the Content, nor to use your access of the Content, the Service or the website to build or create a competitive product or service, or to create any product or service using ideas, features or functions similar to any aspect of the Content, website or the Services.

4. MEMBER ACCOUNT, PASSWORD AND SECURITY.

You will create a password and account designation upon completing the MEFA registration process and becoming a member. For security reasons and the protection of your information, these passwords must not be disclosed to any other party. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to: (a) immediately notify MEFA at support@yourplanforcollege.org of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. MEFA cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

5. DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY.

The website includes facts, views, opinions and recommendations of consultants, individuals and organizations not under the direct control of MEFA. MEFA and its Content licensors do not guarantee or warrant the accuracy, completeness or timeliness of, or otherwise endorse, these views, opinions and recommendations. You should always seek the assistance of a professional for advice on investments, taxes, financial aid, the law or other professional matters.

Due to the number of sources from which the Content is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such Content and the website.

THE CONTENT, THE SERVICE AND THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED AND MEFA AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO AND HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, CURRENTNESS, TIMELINESS, QUALITY, SUITABILITY, TRUTH, NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE SERVICES OR THE CONTENT AVAILABLE THROUGH THE WEBSITE, OR THE WEBSITE ITSELF.

WITHOUT LIMITING THE FOREGOING, MEFA AND ITS AFFILIATES, AGENTS AND LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE SERVICE OR SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, or (E) THAT USE OF THE SERVICES, THE CONTENT OR THE WEBSITE COMPLIES WITH ANY FEDERAL, STATE OR LOCAL LAW RELATING TO PRIVACY OR DATA SECURITY, AND MEFA HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE FOREGOING. NEITHER MEFA NOR ANY OF ITS AFFILIATES, AGENTS OR LICENSORS WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE WEBSITE, THE SERVICES AND/OR ANY CONTENT ON THE WEBSITE.

IN NO EVENT WILL MEFA, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON THE SERVICE, THE CONTENT OR THE WEBSITE. MEFA AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR SIMILAR DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES OR THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES, PARTS OR ALL OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. COPYRIGHT INFRINGEMENT - DIGITAL MILLENNIUM COPYRIGHT ACT.

MEFA respects the intellectual property of others. MEFA may, in appropriate circumstances and at its sole discretion, terminate the access of users who infringe the copyright or intellectual property rights of others. If you believe that your work has been copied and is accessible at our website in a way that constitutes copyright infringement, or that our website contains links or other references to another online location that contains material or activity that infringes your copyright rights, you may notify us by providing our copyright agent the information required by the U.S. Digital Millennium Copyright Act, 17 U.S.C. § 512. Our agent for notice of claims of copyright infringement on or regarding this website can be reached as follows:

BY MAIL: Massachusetts Educational Financing Authority 160 Federal Street, 4th Floor Boston, MA 02110

BY TELEPHONE: 866-322-8241

BY FACSIMILE: 617-261-9765

Notice of Infringing Material. Please provide a notification containing the following details:

- 1. Reasonably sufficient details to enable us to identify the work claimed to be infringed (for example: title, author, any registration or tracking number, URL);
- 2. Reasonably sufficient detail to enable us to identify and locate the material that is claimed to be infringing (for example a link to the page that contains the material);
- 3. Your contact information so that we can contact you (for example, your address, telephone number, e-mail address);
- 4. A statement that you have a good faith belief that the use of the material identified in (2) is not authorized by the copyright owner, its agent, or the law;
- 5. A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed.
- 6. Your physical or electronic signature.

7. LINKS TO THIRD PARTY SITES.

This website contains hyperlinks to websites operated by persons other than MEFA. Such hyperlinks are provided for your reference and convenience only. You agree not to hold MEFA responsible for the content or operation of such websites. A hyperlink from this website to another website does not imply or mean that MEFA endorses the content on that website or the operator or operations of that site. You are solely responsible for determining the extent to which you may use any content at any other websites to which you might link from this website. If you wish to make purchases from a website that is linked to this website, but is operated by a person other than MEFA (a "linked site"), you may be asked by the merchant or operator of the linked site or other person from whom you are making the purchase to supply certain information, including credit card, debit card or other payment mechanism information. You agree not to hold MEFA liable for any loss or damage of any sort incurred as a result of any such dealings with any linked site or merchant or operator of the linked site, or other person from whom you are making the purchase.

8. ADDITIONAL LEGAL TERMS.

These Terms of Use, your rights and obligations and all actions contemplated by these Terms of Use will be governed by the laws of the United States of America and the Commonwealth of Massachusetts, as if these Terms of Use were a contract wholly entered into and wholly performed within the Commonwealth of Massachusetts. Neither this Agreement, nor your use of MEFA Services or of this website creates an agency, partnership or employer/employee relationship between MEFA and you. If any provision in these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. All rights not expressly granted herein are hereby reserved.

These Terms of Use are the entire and final agreement regarding this website, its Content and the Services and supersede any prior or contemporaneous communications between MEFA and you regarding this website, its Content and the Services.

9. TERMINATION.

Student Management System Product Purchase and Services Agreement

This Product Purchase and Services Agreement ("Agreement"), dated 3-04-08 (the "Effective Date"), is made by and between Brockton Public Schools, having its principal office at 43 Crescent Street, Brockton, MA 02301 (hereinafter "Client") and **UNICOM Technology Group**, having a place of business at **1026 Park East Drive, Woonsocket, Rhode Island 02895** (hereinafter "UNICOM"). When signed by both Parties, this Agreement sets forth the terms and conditions under which UNICOM agrees to provide products and services to Client as described herein.

WHEREAS, UNICOM sells and/or resells a variety of software, hardware, installation, integration, application development, data conversion, hosting, technical support and instructional services for computer systems of Client; and

WHEREAS, Client requires such products and services and desires to engage UNICOM to provide the products and services described in this Agreement and in accordance with the terms described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Parties hereby agree as follows:

1. Scope of Agreement, Services to be Provided, Project Plan, Change Orders

- 1.1. Scope of Agreement. UNICOM, or its partners, including Infinite Campus, Inc., will provide Student Management System products and services in support of the use of a Student Management System as described in Attachments A, B, C, and D. This Agreement establishes the basic terms and conditions governing the relationship between Client and UNICOM and covers each Attachment, or phase of the project.
- 1.2. Project Plan. For each phase of this project, a detailed Project Plan will be developed and agreed upon by Client and UNICOM and incorporated into this Agreement by reference. The Project Plan will be documented on UNICOM's standard forms and signed by both Client and UNICOM to indicate mutual agreement on the work to be performed. Each Project Plan will include, as appropriate, a description of the work to be performed, the estimated time line, allocated days and resources and incremental compensation amounts.
- 1.3. Change Orders. Any material change to the details of this project shall require a written amendment to the Project Plan ("Change Order"). Each Change Order shall detail the requested changes to the applicable services, the work to be performed, the estimated timeline, allocated days, resources needed and incremental compensation. Change Orders will become effective upon execution by both Parties. Both Parties agree to act in good faith and promptly when considering a Change Order and acknowledge that Change Orders may result in increased costs and project delays. UNICOM will not implement any change in the Project scope without Clients' prior approval.

2. **Term.** The Initial Term of this Agreement shall begin on the Effective Date and continue for one (1) year ("Initial Term"). The Agreement shall be renewed automatically for one (1) year periods (each, a "Renewal Term"), unless either Party sends written notice of its intention not to renew to the other Party at least three (3) months prior to the expiration of the Initial Term or the relevant Renewal Term. For purposes of the Agreement, "Term" shall mean the Initial Term and any Renewal Term or terms.

3. **Payment of Fees and Expenses**

- 3.1. Client shall pay UNICOM, or its partners, for the Products and/or Services provided pursuant to this Agreement in the manner specified in the Pricing Schedule or within the appropriate Project Plan/Scope of Work.
- 3.2. Services pricing and rates are described in Attachment B – "Pricing." UNICOM shall bill Client weekly for services provided or at pre-agreed upon milestones as documented in Attachment B.
- 3.3. Client shall pay each invoice within thirty (30) days of the invoice date. Invoices are considered past due at 30 days. UNICOM reserves the right to stop all work when any amount is past due and Client agrees to pay service or interest charges on past due accounts computed at the rate of one and one-half of one per cent (1 1/2%) per month which is seven per cent (18%) per year or the highest amount allowed by law.
- 3.4. The prices stated in Attachment B – "Pricing" shall remain in effect for the period specified in the Attachment. For additional services and/or services not covered herein, UNICOM will provide services on a standard time and materials or fixed fee basis at our then current rates.
- 3.5. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be the Client's responsibility to pay such taxes unless otherwise exempt.
- 3.6. Client shall reimburse UNICOM and its partners for all reasonable expenses in accordance with performing services, including but not limited to travel, training facility fees, overnight hotel stays, per diem meal allowances, mileage and other expenses.

4. **Warranties**

- 4.1. UNICOM represents, warrants and agrees that it has and will have full power and authority to enter into, and fully to perform, this Agreement and that no agreement or understanding exists which would interfere with UNICOM's obligations hereunder.
- 4.2. UNICOM further represents and warrants that it will comply at all times with all reasonable security procedures in effect at Client's, and any of Client's affiliates' premises. It is understood and agreed that while on school grounds, UNICOM, its employees and/or agents shall obey all School District rules and regulations and must follow all reasonable directives of the School District's administrators and employees.

- 4.3. UNICOM agrees that all warranties on Student Management System products are passed on to Client, as stipulated in the Manufacturer's End User License Agreement. UNICOM also agrees that any manufacturer's warranty on all other computer hardware, software and related products is given to Client, to the maximum extent allowed by the manufacturer, upon delivery.
- 4.4. UNICOM warrants that all work completed and services provided will be performed in a workmanlike manner in accordance with generally accepted industry standards.
- 4.5. Disclaimer of Warranty. The warranties set forth in this section 4 are limited warranties and are the only warranties made by UNICOM. UNICOM disclaims, and Client hereby waives, all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. UNICOM does not warrant that the operation of the products or services delivered to the client will be uninterrupted or error-free.
- 5. Indemnification.** UNICOM will defend and indemnify Client against, and hold Client harmless from, any and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) alleged by any third Party which are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of UNICOM relating to the performance of its obligations under this Agreement. Client will defend and indemnify UNICOM against, and hold UNICOM harmless from, any and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) alleged by any third Party which are determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Client relating to the performance of its obligations under this Agreement.
- 6. Confidentiality.** The Parties acknowledge that, during the course of performing their obligations under this Agreement, both Parties are likely to encounter Confidential Information of the other. Both Parties shall treat Confidential Information as confidential and proprietary, as follows:
- Both Parties agree that all of their employees, agents, and independent contractors to whom Confidential Information is disclosed will hold such Confidential Information in the strictest confidence and shall disseminate such information to their employees only on a "need-to-know" basis.
 - Neither Party may use any Confidential Information for any purpose other than for the performance of their obligations or the exercise of their rights under this Agreement.
 - Neither Party may disclose any Confidential Information to any third Party except (i) when needed to fulfill the terms and conditions of this Agreement, (ii) if such Confidential Information enters the public domain through no improper conduct of the receiving Party, (iii) if such Confidential Information is required by law, regulation or court order to be disclosed by the receiving Party, provided that the receiving Party gives notice of such disclosure to the other Party prior to such disclosure.
 - Both Parties shall use their best efforts to prevent the unauthorized use or disclosure of Confidential Information.

7. Non-Hire. Client acknowledges that UNICOM has trained its personnel at considerable expense and agrees to compensate UNICOM for ten weeks lost revenue, calculated at UNICOM's standard hourly labor rates for 40 hour weeks, as liquidated damages if Client hires any of UNICOM's personnel assigned to this project within six months of the last date of this engagement.

8. Limitation of Liability

8.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR COMMERCIAL LOSS, WHETHER OR NOT FORESEEABLE, ARISING OUT OF, OR IN CONJUNCTION WITH THIS AGREEMENT OR ITS PERFORMANCE, PARTIAL PERFORMANCE OR NON-PERFORMANCE.

8.2. CLIENT UNDERSTANDS THAT IT IS OBLIGATED TO NOTIFY UNICOM OF ANY ISSUES OR PROBLEMS WITHIN FIFTEEN (15) DAYS AFTER UNICOM HAS SUPPLIED PRODUCTS OR PERFORMED SERVICE. THE AGGREGATE LIABILITY OF UNICOM TO CLIENT FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) SHALL BE LIMITED TO THE AMOUNTS PAID TO UNICOM BY CLIENT HEREUNDER WITH RESPECT TO THE SERVICES OR PRODUCTS THAT ARE THE SUBJECT OF SUCH ACTION OR CLAIM. BOTH PARTIES AGREE THAT THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES TO BE PAID BY CLIENT HEREUNDER AND THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECTS THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES.

8.3. TO THE EXTENT THAT CLIENT EXECUTES AN END USER LICENSE AGREEMENT WITH ANY UNICOM PARTNER, INCLUDING BUT NOT LIMITED TO INFINTE CAMPUS, INC., CLIENT ACKNOWLEDGES AND AGREES THAT IF CLIENT SUFFERS ANY LOSS OR DAMAGE AS A RESULT OF CLIENT'S USE OF SUCH LICENSED PRODUCT, CLIENT SHALL HAVE NO RECOURSE AGAINST UNICOM. CLIENT'S SOLE REMEDIES SHALL BE THOSE PROVIDED IN THE PARTNER'S END USER LICENSE AGREEMENT.

9. Notices. Any notices required to be given in accordance with this Agreement shall be in writing and shall be sent by a recognized overnight courier, personal delivery or by certified mail, return receipt requested, to the Parties at their respective addresses as set forth below:

If to Client:

Eligijus Suziedelis
Brockton Public Schools
34 Crescent Street
Brockton, MA 02301

If to UNICOM:

Michael Davis, President
 UNICOM Technology Group, Inc.
 1026 Park East Drive
 Woonsocket, RI 02895

Such delivery of the notice shall be deemed complete when received.

10. Cooperation. All data and information in Client's possession or control necessary for UNICOM to complete the Project will be forwarded by Client to UNICOM in a timely manner. UNICOM shall not be liable to Client nor be deemed to have breached this Agreement or any Project Plan/Scope of Work for errors, delays or other consequences arising from Client's failure to provide documents, materials or information or to otherwise cooperate with UNICOM in order for UNICOM to properly perform its obligations. Client acknowledges that delays in meeting and in providing information may result in project delays and increased costs.

11. Client Approval and Responsibility.

11.1. Client acknowledges the overall responsibility for their technology systems and applications, the responsibility to review all recommendations and specifications, to compare them to their actual needs and to judge suitability and appropriateness. Client also recognizes that their technology and application deployment is dependent on the skills and abilities of their staff and end users and that training may be an integral and indispensable part of the overall deployment. Client acknowledges that the technology deployment and applications covered by this Agreement may not necessarily save them time or money, or otherwise contribute to their success.

11.2. Client acknowledges their responsibility for backing up data, programs, servers and all related network infrastructure as a matter of routine by making and archiving frequent removable media backups of all programs and data.

12. Termination. Either Party may terminate this Agreement with ninety (90) days prior written notice to the other Party. In the event of termination, Client agrees to pay UNICOM, as provided herein, for Services rendered up to the date of termination, and UNICOM agrees to refund Client for certain services paid for in advance, but not performed. However, third party software and hardware purchases, licensing, hosting and support fees, including all fees paid to Infinite Campus, Inc. and other Partners may be non-refundable.

13. General Terms

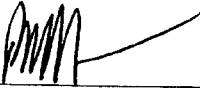
13.1. Assignment; independent contractor; no third party beneficiaries or rights created. This Agreement shall be binding upon and shall inure to the benefit of the Parties only. No Party shall assign, transfer, convey, or otherwise dispose of this Agreement or its right, title, or interest therein to any third Party without the prior written approval of the other Party. For the purposes of this Agreement, the Parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers. Neither this agreement nor any action taken or to be taken hereunder or under any related document, instrument, or agreement, is intended to, nor shall it, confer any rights on or against any person or entity other than the Parties hereto and all third Party rights are expressly negated. Any communications with or from any third Parties shall be deemed to be solely on behalf of, or as an accommodation to, a Party, and shall not create any rights in or on behalf of such third Party, nor create any additional rights on behalf of any Party.

- 13.2. Amendments, Attachments. This Agreement may be amended or modified from time to time but only by a written amendment signed by both Parties. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this agreement that in any way relates to this agreement or the subject matter of this agreement shall be deemed to have incorporated the terms and conditions of this agreement into such document, Instrument, or agreement.
- 13.3. Infinite Campus License Agreement. Client agrees to all of the terms and conditions in the Infinite Campus End User License Agreement and agrees to execute the End User License Agreement prior to the delivery of any software or services related to the Infinite Campus product.
- 13.4. Force Majeure and Delays. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 13.5. No Waiver. The failure of either Party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights nor shall it preclude the future exercise of such rights.
- 13.6. Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the Parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the Parties and economic effect of the Agreement.
- 13.7. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 13.8. Mutual contribution. This Agreement is not to be construed against any Party hereto as being the drafter hereof or causing the same to be drafted.
- 13.9. Titles. The titles used in this agreement are used for convenience only and are not to be considered in construing or interpreting this agreement.
- 13.10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

13.11. Entire Agreement. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS (INCLUDING ANY BIDS, QUOTATIONS OR THE LIKE) OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Brockton Public School District



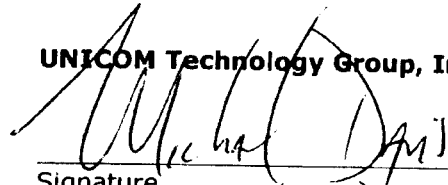
Signature

Name: Basan Nembirkow

Title: Superintendent

Date: 03/20/08

UNICOM Technology Group, Inc.



Signature

Name: Michael Dan

Title: President

Date: 3/20/08

Attachment A – Infinite Campus Software & Services

- Software Purchased:
- Number of licenses: **15,600** See Infinite Campus Exhibit A - Software License Schedule
- Hardware included: See Infinite Campus Exhibit B - Application Hosting Services
- Hosting: On-site See Infinite Campus Exhibit B - Application Hosting Services
- Messenger: Not included
- SQL Reporting: Not included
- Support: Infinite Campus shall provide the following Infinite Campus Services (the "Software Support Services") to Licensee:
 - Software Maintenance. Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.
 - E-Support Services. Responses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.
 - Telephone Support Services. Responses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

Hours of Service. Infinite Campus company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time

See Infinite Campus Exhibit C - Software Support Services

Infinite Campus services fees, plus travel.

| | Per Day |
|--------------------|---------|
| Project Management | \$1,500 |
| On-Site Support | \$1,200 |
| Data Conversion | \$1,200 |
| Training | \$1,200 |
| Custom Work | \$1,200 |
| | |

Attachment B – Implementation Services

Overview

This section provides information on the Implementation and Data Conversion services that will be provided for Infinite Campus implementation.

Services to be provided – Standard Implementation Services

- Project Management: **16 Days**
- Go-live onsite support: **5 Days**
- Data Conversion
 - # of years data to be converted: **6 years – 28 Days**
 - System we are extracting from: **Century Consultants, Star Student (StarBase)**
 - All available data is included
 - Data will be supplied in the spreadsheets provided
 - Brockton Public Schools to perform data extraction
 - UNICOM Reserves the right to charge an additional \$1,200 per diem charge after 15 days late for each day late
 - Sign off on data acceptance: Data Warehouse Administrator. After sign off, any requests for additional modifications, imports or re-imports of data will be handled as a change request and billed separately.
- Train the Trainer” Model Training: **42 Days**
 - District to provide facilities: Client’s responsibilities are to provide adequate facilities for group training, including a large monitor or projected display and access to the Infinite Campus Server. Client is also responsible for managing the logistics of all training sessions, including notifying and scheduling appropriate staff members.
- Customized Reports: Elementary, Middle and High School Report Cards and High School Transcripts **See Post Implementation Services**
- Additional Support: **See Post Implementation Services**

| Standard Implementation Services for Infinite Campus | Price |
|---|-----------|
| <ul style="list-style-type: none"> • Project Coordination (16 days) • Go-live onsite support (5 days) • Data Conversion (28 days) • “Train the Trainer” Model Training (42 days) <p><i>Standard implementation assumes BPS will be responsible for primary project management of this implementation and perform all data extraction.</i></p> | \$113,280 |
| Additional Implementation Services | |
| <ul style="list-style-type: none"> • Comprehensive Project Management <p><i>Comprehensive project management is based on an additional twenty-five days.</i></p> | \$30,000 |

| Post Implementation Services | |
|---|----------|
| <ul style="list-style-type: none"> • Post Implementation Services <ul style="list-style-type: none"> ○ Report development (15 additional days) ○ Training (5 additional days) ○ On-site support (10 additional days of on site support to be used within six months of Go Live date) | \$36,000 |

This pricing is exclusive of license fees, travel, reproduction of training materials, and other reasonable expenses.

Excluded Services

- Network analysis and documentation
- Desktop Support
- LAN Support
- LAN/Network/Server device set-up and configuration

Attachment C – Pricing and Payment Terms

1. Campus License fees, year 1

| Year 1 | | Per Student | # of Students | Total |
|---------------|-----------------------|-------------|---------------|---------------------|
| Campus | | | | |
| | License | \$6.00 | 15,600 | \$93,600.00 |
| | Support | \$1.20 | 15,600 | \$18,720.00 |
| | Hosting - In District | \$1.20 | 15,600 | \$18,720.00 |
| | Total Campus | | | \$131,040.00 |

2. Infinite Campus University (ICU) fees, year 1

| WebEx | | Per Student | # of Students | Total |
|-------|--------------------------------|-------------|---------------|-------------------|
| | ICU License / Ongoing Training | \$0.50 | 15,600 | \$7,800.00 |
| | Total Services | | | \$7,800.00 |

3. Anticipated Campus fees, subsequent years including ICU License / Ongoing Training

| Year 2 | | | Students | Total |
|---------------|--------------------------|--|----------|---------------------|
| | Campus - License/Support | | 15,600 | \$120,120.00 |
| | Campus - Hosting | | | \$18,720.00 |
| | Total - Year 2 | | | \$138,840.00 |
| Year 3 | | | | |
| | Campus - License/Support | | 15,600 | \$120,120.00 |
| | Campus - Hosting | | | \$18,720.00 |
| | Total - Year 3 | | | \$138,840.00 |
| Year 4 | | | | |
| | Campus - License/Support | | 15,600 | \$120,120.00 |
| | Campus - Hosting | | | \$18,720.00 |
| | Total - Year 4 | | | \$138,840.00 |
| Year 5 | | | | |
| | Campus - License/Support | | 15,600 | \$120,120.00 |
| | Campus - Hosting | | | \$18,720.00 |
| | Total - Year 5 | | | \$138,840.00 |

All annual License fees and associated Support/Hosting fees for first and subsequent years will be billed by and paid directly to Infinite Campus. Infinite Campus may change the License, support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

Attachment D –Payment Terms

Infinite Campus product license fees

The total first year price for Infinite Campus is **\$138,840** and will be invoiced and payable to Infinite Campus upon execution of enclosed Infinite Campus End User License Agreement and Exhibits. License fees for subsequent years will be invoiced and payable directly to Infinite Campus.

UNICOM & Infinite Campus Services

Three payments of **\$47,760** each (total **\$143,280**) will be invoiced by and due to UNICOM at the following three project milestones.

1. The first payment of **\$47,760** upon contract execution.
2. The second payment of **\$47,760** upon completion of the Core Team training (early on in the project)
3. The third of **\$47,760** the day after the go-live date.

UNICOM will notify Client at the completion of each milestone and will request sign-off to indicate Client's acceptance. Client will have fifteen (15) days after receipt of the milestone completion notice to contest completion of the work or report any issues. If after, fifteen (15) days Client has not notified UNICOM of any issues, the milestone will be considered complete.

Additional services – Post Implementation

Payments of **\$36,000** will be invoiced by and due to UNICOM following go-live date.

Travel fees & Expenses

All other mileage, travel fees and expenses are the responsibility of the client, and will be billed at appropriate milestone.

UNICOM Service Fees:

| <u>Service</u> | <u>Rate per day</u> |
|---|---------------------|
| Training (Excluding custom report training and Scheduling training) | \$1,200 |
| Onsite Support | \$1,200 |
| Custom report development/Data services | \$1,500 |
| Project Management | \$1,500 |
| Scheduling services | \$2,000 |
| Network services | TBD, per project |

Rate Increases

Current pricing is guaranteed through **December 31, 2008**. Infinite Campus license fees may increase up to 5% per year. UNICOM services pricing will be adjusted annually, effective July 1, 2009.

ADDENDUM ONE

STATE REPORTING

As the software provider, Infinite Campus' role is distinctly related to infrastructure configuration, product issues, and support. Their primary project responsibilities are to provide:

- Suitable hosting solution for reasonable performance in district
- Configuration help in integrating the Campus server(s) into the district's infrastructure
- Development and delivery of Massachusetts State Reporting

Infinite Campus provides its customers with built-in state reporting capabilities customized by state and updated when legislative mandates are implemented. The reporting is set up so the data is being reported to the states in their preferred format simplifying the entire process.

Company agrees to provide Massachusetts state reporting data ("Required Reporting") including:

- SIMS October 1 Collection
- EPIMS
- School Safety and Discipline Report (SSDR)
- School Attending Children
- SIMS March 1 collection
- SIMS End of Year Collection

In a usable format that will enable Licensee to meet its state and federal reporting requirements and will use commercially reasonable efforts to upgrade Infinite Campus within six months of Licensee providing reports to Company to meet Massachusetts reporting requirements as they are changed or enhanced under the following terms and conditions:

1. Licensee agrees to assist the Company with all reporting requirements and activities. Licensee's reporting project manager will maintain relationships with state, regional, and local contacts who are identified by those agencies as the point of contact on the Required Reports. Licensee's project manager will attend state, regional and local meetings of the appropriate agencies that are relevant and necessary to the reporting requirements.
2. Licensee agrees to work with the Massachusetts Department of Education, End Users and any other governmental organizations necessary to provide Company with well defined, universal requirements needed to develop and implement Required Reporting. This shall not relieve Company of its obligation to use its best efforts to continue to obtain such universal requirements on its own through governmental channels and records (in whatever form) that are also accessible to Company.
3. Licensee will work directly with Company to develop, test and verify the functionality and accuracy of the Required Reporting.

ADDENDUM TWO

INCENTIVE PROGRAM – Brockton Public Schools

As an incentive to introduce Infinite Campus to new K12 public school districts in the state of Massachusetts, take reference calls and host reference site visits as well as participating in conferences, meetings, tradeshows, etc; Infinite Campus will offer a credit on subsequent year's annual software license fees.

In K12 public school districts in the state of Massachusetts where licensee introduces Infinite Campus, holds a conference call or hosts an on-site visit and subsequently Infinite Campus signs a software license agreement with that school district, for every student covered by the new license agreement, Licensee will receive a \$0.25 credit toward the following years annual software license fees.

The credit will remain in effect for the duration of the Licensee's and the incentive district's license agreement term, which ever is shorter. The amount of the credit cannot exceed the annual Infinite Campus Student License Fee due to Infinite Campus. Notification to Infinite Campus of Licensee's introduction shall be made in the form of an email to sales@infinitecampus.com. This email shall contain specific contact information for the Massachusetts public school district being passed to Infinite Campus.

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement (“**Agreement**”) is made between **Infinite Campus, Inc.**, a Minnesota corporation located at Two Pine Tree Drive, Suite 302, Arden Hills, MN 55112 (“**Company**”) and **Brockton Public Schools**, with offices located at 43 Crescent Street, Brockton, MA 02301 (“**Licensee**”).

RECITALS

- A. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the “**Infinite Campus Product**”), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the “**Infinite Campus Additional Products**”). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the “**Infinite Campus Products**”;
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the “**Infinite Campus Services**”);
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, right and license to the Infinite Campus Products identified on Exhibit A and the related documentation (“**Documentation**”) described on Exhibit A. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Additional Terms and Conditions. In addition to the terms of this Agreement, the license granted under Section 1.1 above, shall be subject to the terms and conditions of all Exhibits attached hereto and incorporated herein.

2.0 Ownership and Protection of Infinite Campus Products

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow and/or system loads are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not

allow any third party to:

- 2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;
- 2.2.b identify or discover any source code of the Infinite Campus Products;
- 2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;
- 2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or
- 2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.

- 2.3 **Confidentiality.** Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

- 3.1 **Payment Terms.** Licensee will pay Company or Company's Authorized Channel Partner the License Fees as provided in Exhibit A.
- 3.2 **Taxes.** All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties

4.1 Indemnifications.

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

- 4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.
- 4.2 Warranties.
- 4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.
- 4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- 4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.
- 5.0 **Limitations of Liability.** EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

6.2.a either party may terminate this Agreement, with or without cause, with no less than one hundred twenty (120) days written notice.

6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with 30 days to cure;

6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination. Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 Software Support. Company and Licensee agree to the terms and conditions of Exhibit B, the Software Support Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite

Campus Services for maintenance and support of the Infinite Campus Products, as described in Exhibit B, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

8.0 Application Hosting. Company and Licensee agree to the terms and conditions of Exhibit C, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services for Application hosting, as described in Exhibit C, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

9.0 Training, Data Conversion and Project Management Services. Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

10.0 General Terms and Conditions

10.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

10.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A. without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

10.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

10.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

10.5 Headings and Construction. Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

10.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

10.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the

terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc. _____

Sales Contracts Management _____

2 Pine Tree Drive, Suite 302 _____

Arden Hills, MN 55112 _____

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

10.8 Applicable Law. Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Brockton Public Schools

By:  _____

Name: Basem Nembrinkow

Title: Superintendent

Date: March 1, 2008

EXHIBIT A
SOFTWARE LICENSE SCHEDULE

- 1.0 Reference to Agreement.** This Software License Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, (“**Company**”) and **Brockton Public Schools**, (“**Licensee**”) as of the Effective Date.
- 2.0 License Fees.** Upon the Effective Date, Licensee shall pay the fees specified below in within thirty (30) days from the date of invoice.
- 3.0 Grant of License.** Upon March 1, 2008 Company shall provide Licensee with the number of seat licenses to the Infinite Campus Products according to the quantity described in the table below and any associated Documentation (defined as users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable). The quantity of licenses shall be valid from the date granted until twelve (12) months thereafter (the “Initial Term”):

| <i>Description</i> | <i>Quantity</i> | <i>Cost Per</i> | <i>Total</i> |
|-----------------------------------|-----------------|-----------------|--------------|
| Campus Student System License Fee | 15,600 | \$6.00 | \$93,600.00 |
| Campus Messenger License Fee | 0 | \$1.50 | |
| Campus Food Service License Fee | 0 | \$2.00 | |
| Total: | | | \$93,600.00 |

- 4.0 Re-occurring Annual License Fee.** Following the Initial Term, for each 12 month period thereafter (“Subsequent Term”), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than fifteen thousand six hundred (15,600) charge an additional license fee according to the then current license fees for the licensed Infinite Campus Products.

Addendum – See ADDENDUM TWO for Incentive Program details.

EXHIBIT B
APPLICATION HOSTING SERVICES

1.0 **Reference to Agreement.** This Application Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Brockton Public Schools ("Licensee") as of the Effective Date.

2.0 **Infinite Campus Services, Fees.** During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

| Description | Quantity | Cost Per | Total |
|---|----------|----------|-----------------|
| Infinite Campus Services, Application Hosting Services – SIS | 15,600 | \$1.20 | \$18,720.00 |
| Infinite Campus Services, Application Hosting Services – Messaging | | | |
| Infinite Campus Services, Application Hosting Services – SQL Reporting Services | | | |
| | | | |
| Total: | | | \$18,720 |

3.0 **Reoccurring Annual Service Fee.** Following the Initial Term, for each Subsequent Term, Licensee shall pay annual fees according to the then current fees for the Infinite Campus Services. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than fifteen thousand six hundred (15,600), increase the license count and add additional services fees according to the then current services fees for the licensed Infinite Campus Products.

4.0 **Services.** During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

4.1 **Included Services**

4.1.1 **System Sizing.** Company will determine the system components (number and type of applications server(s), database server(s), load balancing hardware, etcetera) based on the size and needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This sizing is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirement change.

4.1.2 **System Hardware.** Company shall provide remote access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the software functionality described, and make such information available on demand by users. Computing hardware, system software, database software and database storage shall be located at Licensee's facilities at 43 Crescent St., Brockton, MA, 02301.

- 4.1.3 Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product, including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, JNETDirect drivers, and Thawte SSL certificate(s).
- 4.1.4 Configuration. Initial configuration including OS installation, database installation, patching the operating system and database, and installing and configuring all Middleware. Creation and configuration of Production and optional Sandbox environments and Production and optional Sandbox database. Upon delivery and installation, a final configuration for setting proper site specific information. Ongoing configuration of additional module add-ons or changes to Licensee infrastructure that require changes to the System configuration.
- 4.1.5 Application Updates. Company will provide support for the Applications through implementation of vendor-provided modifications including remedial "Patches" or "Hotfixes" addressing reported performance or functionality problems and "Upgrades" consisting of a new releases or versions of the Applications or supporting software issued by the vendor of that Application as part of its software maintenance offering, typically indicated by a change in the numeric identifier of that software. Company will implement Application Patches and Upgrades in accordance with the Change Management Section set forth below in a commercially reasonable timeframe following its receipt of the Patch or Upgrade from the software vendor. Company is responsible for procuring and administering vendor-provided maintenance for any Applications to be supplied by Infinite Campus.
- 4.1.6 Test and Training Environment. In addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Sandbox") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee. All System Hardware, Additional Software and Middleware, Configuration, Application Updates and Maintenance for the Sandbox environments will be maintained in the same fashion as Production environment, however, these services are subject to the availability of resources and the need of Company to appropriately maintain its service offerings and operations infrastructure for its business generally.
- 4.1.7 Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up to a remote data center located at 2 Pine Tree Drive, Arden Hills, MN ("Remote Data Center"), subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of off-site archival in the case of disaster recovery.
- 4.1.8 Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers in the Remote Data Center and maintain backups of Licensee Content (defined below) on such backup servers such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.

4.2 Additional Services

- 4.2.1 Network Analysis and Documentation. Prior to the installation of the Infinite Campus Products and System Hardware, a Network Analysis and resulting Documentation of the analysis is required. The resulting Documentation is the defined supported environment, identifying all network components, including firewalls, proxy servers, routers, switches, etcetera. This can be provided by the Licensee, accomplished with Licensee resources or can be provided by Company for an additional fee.
- 4.2.2 Installation. Company will ship System Hardware, preconfigured, to a location determined by Licensee. For an additional fee, Company can perform the installation of the System Hardware in the Licensee data center.

4.3 Excluded Services

- 4.3.1 Support of Client Desktops
- 4.3.2 Support or diagnosis of Local Area Network connectivity
- 4.3.3 Local Area Network device configuration such as proxy servers

5.0 Availability of Services. Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime. Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 Advance Notice. Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 Security. Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System Hardware or the Remote Data Center, including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and all Licensee Content; and
- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0 Access to System. In order to provide Included Services, Licensee will provide the following access, restricted to Company's and/or Company's authorized service provider's Class C IP address range.

- (a) MS Remote Desktop Access on port 3389
- (b) http access on port 80
- (c) https access on port 443
- (d) Campus administration (backups and updates) on port 4329 out from all Company provided servers.

8.0 Change Management. For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the products or product release levels used in the system and in implementing Application Patches and Upgrades (collectively "Change Events"). Those Change Management Procedures will in all cases provide for the following:

- 8.1** advance notification to the Licensee of the Change Event, its nature and expected timetable;
- 8.2** written notice of application changes and modifications to screens or code;
- 8.3** pre-testing of changes, including any modifications to screens or code in Company or Licensee non-Production environments; and
- 8.4** coordination of the implementation of the Change Event with the Licensee;

9.0 Hardware Failure. In the event of hardware failure Company will correct the failure through one of the following, at the sole discretion of the Company:

- 9.1 Replace entire unit. Upon notice of the hardware failure, company will immediately begin the process of shipping a replacement unit. Typical replacement time is 24 hours, and in no event will be greater than 72 hours.
- 9.2 Onsite Service – When appropriate, onsite service from a certified hardware technician, with a service level of next business day.
- 9.3 Field replaceable - When appropriate, shipment of field replaceable components or parts to Licensee for replacement of failed redundant component, such as power supply or hard drive in RAID array.

10.0 Proprietary Rights

- 10.1 Licensee Content. Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the “Licensee Content”). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.
- 10.2 Grant of Use. In consideration of Company’s satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free “Grant of Use” to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company’s performance or enforcement of this Agreement.
- 10.3 Alterations. Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.
- 10.4 Ownership of Licensee Content Company acknowledges that the Licensee Content is owned solely by the Licensee. Following termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Infinite Campus Products and thereafter expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and provide a certificate of an officer of Licensee confirming compliance with the same as required by paragraph 6.3 of this agreement. Company further warrants that shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

11.0 Warranty Provisions

- 11.1 Warranty of Company. The warranty provisions contained in the End User License Agreement are incorporated herein by reference.
- 11.2 Warranty of Licensee. Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

- 12.0 Indemnification Provisions. In addition to the indemnification provisions contained in the End User Agreement, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

EXHIBIT C

SOFTWARE SUPPORT SERVICES

1.0 Reference to Agreement. This Software Support Services Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., (“Company”) and Brockton Public Schools, (“Licensee”) as of the Effective Date.

2.0 Infinite Campus Services, Fees. During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

| Description | Quantity | Cost Per | Total |
|---|----------|----------|--------------------|
| Infinite Campus Services, Software Support – SIS | 15,600 | \$1.20 | \$18,720.00 |
| Infinite Campus Services, Software Support Messenger | | \$0 | |
| Infinite Campus Services, Software Support – Food Service | | \$0 | |
| Total: | | | \$18,720.00 |

Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Infinite Campus Services. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than **fifteen thousand six hundred (15,600)** increase the license count and add additional services fees according to the then current services fees for the licensed Infinite Campus Products.

3.0 Infinite Campus Services. During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following Infinite Campus Services (the “Software Support Services”) to Licensee:

3.1 Software Maintenance. Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes.

3.2 E-Support Services. Responses to Licensee’s Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.

3.3 Telephone Support Services. Responses to Licensee’s Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

4.0 Hours of Service. Company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time. Company’s offices are closed in observance of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day Before Christmas Day, Christmas Day and New Year’s Eve Day.

5.0 Authorized Contact Personnel. Licensee shall identify up to two (2) people who shall be authorized to contact Company for technical and product questions. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Company at any one time. Licensee shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Company informed of changes made to this authorization list as they take place.

6.0 Payment

- 6.1 Adjustment of Support Fees. Company may change the Support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.
- 6.2 Costs Related to Modified Software. If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company the Company's then current standard rates.
- 6.3 Diagnostic Expenses. In the event Company performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently demonstrates the Infinite Campus Products conforms to specifications as described in Section 4.2 of the Infinite Campus End User License Agreement, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

7.0 Major Alarm

- 7.1 Definition of a Major Alarm. A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.
- 7.2 Definition of Response. "Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been down graded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Alarm will be resolved.
- 7.3 Response Time for a Major Alarm.
- 7.3.a E-support response time – within two (2) hours.
- 7.3.b Phone support – within one (1) hour.

8.0 Non-Major Alarm

- 8.1 Definition of Response. "Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Alarm will be resolved.
- 8.2 Response Time for a Non-Major Alarm.
- 8.2.a E-support response time – within two (2) business days.
- 8.2.b Phone support – within one (1) business day.

- 9.0 Proprietary Rights.** Licensee acknowledges and agrees that corrected or replacement Software and associated Documentation remain the property of Company and constitute a trade secret of Company. Licensee further agrees that corrected or replacement Software and associated Documentation are subject to the terms of the License Agreement and shall be delivered to Licensee only after Licensee executes a subsequent license agreement with Company governing its use, unless Company, at its option, waives this requirement for the execution of a subsequent license agreement.
- 10.0 Modifications Excluded.** Company shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the Software made by Licensee or to any computer program incorporating all or any part of the Software.
- 11.0 Access to Data and Computer.** On request, Licensee agrees to provide Company with printouts of the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to Licensee's computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.
- 12.0 Warranty Provisions.** Replaced or corrected Software shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Software for the period designated therein. The warranty provisions contained in that License Agreement are incorporated herein by reference.

EXHIBIT D
INFINITE CAMPUS UNIVERSITY ADDENDUM
SOFTWARE LICENSE SCHEDULE

Reference to Agreement. This Software License Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc.**, ("Company") and **Brockton Public Schools**, ("Licensee") as of the Effective Date.

5.0 Infinite Campus Products, Documentation, License Fees. Upon the Effective Date of this Agreement, Company shall provide Licensee with the number of seat licenses to the Infinite Campus Products according to the fees described in the table below and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable). The number of licenses shall be valid from the Effective Date until one (1) year thereafter (Initial Term):

| <i>1.1</i> Description | Quantity | Cost Per | Total |
|---|----------|----------|-------------------|
| Infinite Campus University (ICU) Training | 15,600 | \$0.50 | \$7,800.00 |
| Total: | | | \$7,800.00 |

Following the Initial Term, for each 12 month period thereafter (Subsequent Terms), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than **fifteen thousand six hundred (15,600)** charge an additional license fee according to the then current license fees for the licensed Infinite Campus Products.

6.0 Total Estimate Fees For Initial Term. The total estimated license fees for Infinite Campus Products for the Initial Term as provided in Paragraph 2.0 is **\$7,800.00**.

4.0 Total Estimate Fees For Subsequent Terms. The total estimated license fees for Infinite Campus Products for the Subsequent Terms, barring any change to number of licenses required, as provided in Paragraph 2.0 is **\$7,800.00**.

Addendum:

Infinite Campus Product Knowledge One (PK1) Training

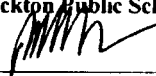
Two seats for *Infinite Campus Product Knowledge One* training to be provided to Brockton Public Schools at no charge for class registration. PK1 training classes (5 days) are offered by Infinite Campus at their Minneapolis, MN headquarters on a regularly scheduled basis. Credits to be used within one year of Go Live date.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee as of the Effective Date below.

Infinite Campus, Inc.

Brockton Public Schools

By: _____

By:  _____

Name: _____

Name: Basan Nembirkow

Title: _____

Title: Superintendent

Date: _____

Effective Date: 03/20/08