

### EDUSOFT LICENSE AGREEMENT

THIS EDUSOFT LICENSE AGREEMENT (the "Agreement"), dated as of 2/1/2006 (the "Effective Date"), is made and entered into by and between Edusoft, a California corporation with a principal place of business at 208 Utah Street, 2<sup>nd</sup> Floor, San Francisco, CA 94103 ("Edusoft"), and Mt. Diablo Unified School District with a principal place of business at 1936 Carlotta Drive, Concord, CA 94519-1358 ("Mt. Diablo Unified School District"). This Agreement supersedes the Agreement between the parties dated 10/29/2004 (the "Prior Agreement").

#### RECITALS

- i. Edusoft offers a suite of Internet based assessment and instructional tools (collectively, the "Edusoft Platform"), which is accessible through the URL [www.edusoft.com](http://www.edusoft.com) and other sites owned or operated by Edusoft and its affiliates (the "Edusoft Sites");
- ii. The parties desire to establish a relationship whereby Mt. Diablo Unified School District licenses and uses the Edusoft Platform.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Edusoft and Mt. Diablo Unified School District hereby agree as follows:

1. Edusoft Components and Services

A. Edusoft Platform. Mt. Diablo Unified School District will be granted a license as described in Section 2 for the following components of the Edusoft Platform:

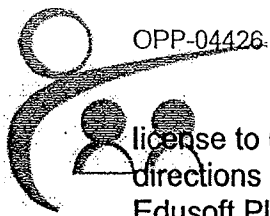
Edusoft Component	Included?
Benchmark Exams	Yes
Curriculum Management	No
State Analysis	Yes
Teacher Tools	Yes

Edusoft may also enable Mt. Diablo Unified School District to utilize other functionality in the Edusoft Platform, as well as any additional content or software of Edusoft or its licensors ("Additional Content"), in all cases only when authorized pursuant to an Addendum or Schedule hereto.

B. Edusoft Services. Edusoft will provide Mt. Diablo Unified School District with the support, planning, training and data integration services set forth in Section 5 and on Addendum 3.

2. Grant of License.

A. License. Subject to the terms and conditions of this Agreement, Edusoft hereby grants to Mt. Diablo Unified School District a non-exclusive, non-transferable



license to use the Edusoft Platform and any Additional Content according to Edusoft's directions and specifications (the "License") included in the documentation for the Edusoft Platform and Additional Content (collectively, the "Edusoft Materials").

B. License Limitations. All rights not specifically granted to Mt. Diablo Unified School District under this Agreement are retained by Edusoft and its licensors. The parties understand and agree that this License does not include any right to and Mt. Diablo Unified School District shall not sell or sublicense Edusoft Materials, services or documentation in whole or in part, to any third party or contest Edusoft's and its licensors' rights to the Edusoft Materials or related services or documentation.

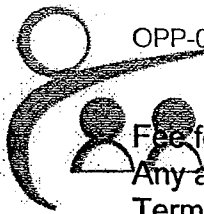
3. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue for three (3) years unless terminated earlier as expressly provided herein. Following that date, this Agreement will renew automatically for successive one-year periods unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the above, Mt. Diablo Unified School District may terminate this agreement effective June 30, 2006, without penalty, if Mt. Diablo Unified School District elects not to continue with the Edusoft Platform for the full term, upon ten (10) days written notice. Further, Mt. Diablo Unified School District may terminate this Agreement upon the first or second anniversary of the Effective Date with no penalty; provided that, Mt. Diablo Unified School District gives Edusoft at least thirty (30) days prior written notice thereof. Should Mt. Diablo Unified School District seek to engage Edusoft after any of such terminations, Mt. Diablo Unified School District shall no longer be entitled to receive the Fees set forth below.

4. Fees. In consideration of the licenses and services provided hereunder, Mt. Diablo Unified School District shall pay Edusoft the following fees (collectively, "Fees"):

A. Annual License Fee to Edusoft. Mt. Diablo Unified School District shall pay to Edusoft the per student annual license fee ("License Fee") described under Addendum 2 multiplied by the Registered Student Number. At the Effective Date of this Agreement, the official Registered Student Number is set forth in Addendum 1. Accordingly, and subject to Section 4(B) below, the total License Fee shall be the License Fee multiplied by the Registered Student Number. Subject to an additional License Fee, additional Registered Students may be added by executing an Additional Services Order Form.

Term Periods	
Term 1	02/01/2006 - 6/30/2007
Term 2	07/01/2007 - 6/30/2008
Term 3	07/01/2008 - 6/30/2009

B. Timing. Invoicing for the License Fee shall be effected in two parts for Term 1, for a five (5) month pro-rated period and then for a twelve (12) month period. The five-month pro-rated period fee and all Training/Setup fees for Term 1 shall be paid no later than thirty (30) days following the effective date of the Agreement. The License



Fee for the twelve (12) month period of Term 1 shall be paid no later that July 30, 2006. Any additional services that may be purchased from Edusoft must be paid in full prior to Termination of the Edusoft License Agreement under Section 3 above. All future License Fees for Terms 2 and 3 will be paid not later than thirty (30) days following the beginning of the applicable time period.

C. Planning and Training Fee. Mt. Diablo Unified School District shall pay to Edusoft the planning and training fee described under Addendum 2 ("Training and Planning Fees"). The Training and Planning Fees shall be paid not later than thirty (30) days following the Effective Date. Subject to an additional Training Fee, additional training may be provided by executing an Additional Services Order Form

D. Setup Fee. Mt. Diablo Unified School District shall pay to Edusoft the one time setup fee described under Addendum 2 ("Setup Fee") for each of the schools listed in Addendum 1. The Setup Fee shall be paid within thirty (30) days of the Effective Date.

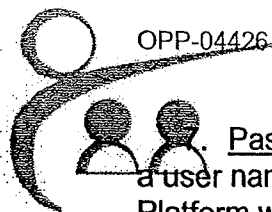
E. Other Fees. Mt. Diablo Unified School District shall pay to Edusoft the fees, if any, described under Addendum 2 or any subsequent addenda with regard to additional services to be provided by Edusoft ("Other Fees") for each of the schools listed in Addendum 1.

F. Scanning Devices. Edusoft does not supply scanners to use with the Edusoft Platform. Mt. Diablo Unified School District is responsible for purchasing and installing scanners compatible with the Edusoft Platform. Edusoft will provide Mt. Diablo Unified School District with the model numbers of compatible scanners and instructions for installing Edusoft's Grading Software.

G. District Obligations. Mt. Diablo Unified School District agrees to make itself reasonably available for on site visits and telephone calls with prospective clients about Mt. Diablo Unified School District's use of and experience with the Edusoft Platform. Mt. Diablo Unified School District agrees to grant Edusoft the right to make reasonable use of Mt. Diablo Unified School District's name in appropriate locations on its website and other marketing material.

5. Edusoft Technical and Customer Support and Training. Edusoft shall provide initial on-site training to Mt. Diablo Unified School District, as further described on Addendum 3, at the fees described under Section 4 above. Edusoft shall provide the customer support and services designated on Addendum 2, as further described on Addendum 3, to a limited number of members of Mt. Diablo Unified School District specified by Mt. Diablo Unified School District who have participated in Edusoft's training session(s) provided hereunder. Edusoft shall provide Data Integration services to Mt. Diablo Unified School District, as further described on Addendum 3.

6. Availability of the Edusoft Platform. Edusoft may experience website outages where the Edusoft Platform cannot be accessed. Edusoft will use reasonable efforts to make the Edusoft Platform available 24 hours per day, 7 days per week, except for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that Mt. Diablo Unified School District reports to Edusoft.



**Passwords and Security.** Edusoft will provide to Mt. Diablo Unified School District a user name and password for every user of the Edusoft Platform. Users of the Edusoft Platform will be Mt. Diablo Unified School District administration and teachers ("Permitted Users"). Mt. Diablo Unified School District agrees at all times to maintain the confidentiality of all of its user names and passwords. Mt. Diablo Unified School District agrees not to permit a third party other than Permitted Users to use the Edusoft Platform through its license. If there is any unauthorized use or access of any of Mt. Diablo Unified School District's accounts, Mt. Diablo Unified School District must immediately notify Edusoft of the security breach by email to [help@edusoft.com](mailto:help@edusoft.com).

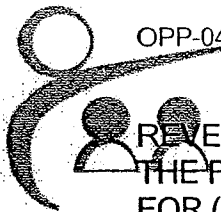
**8. Ownership Rights.**

A. **Edusoft's Ownership Rights.** Edusoft or its licensors own all right, title and interest in and to (i) the Edusoft Materials, including the Edusoft Platform and any other software or content licensed hereunder, and the underlying methodology, software and the copyrightable structure of the organization thereof; (ii) any derivative works of the Edusoft Materials; (iii) the Edusoft Sites, and the underlying methodology and the copyrightable structure of the organization and presentation of the Site provided by Edusoft; and (iv) all Edusoft trademarks and other intellectual property incorporated therein. Edusoft and the Edusoft logo are trademarks of Edusoft; other trademarks are the property of their respective owners.

B. **Mt. Diablo Unified School District's Ownership Rights.** Mt. Diablo Unified School District owns all right, title and interest in and to Mt. Diablo Unified School District's user information and student data, which includes, but is not limited to, student names, student demographic information, student assessment data from in-class, district benchmark and state tests, school and district names and data, district standards, teacher names, course names and data. Additionally, Mt. Diablo Unified School District owns all right, title and interest in and to tests, test items, and item banks created solely by Mt. Diablo Unified School District without incorporation of any Additional Content.

9. **Representations and Warranties.** Each party represents and warrants that (a) it is authorized, empowered, and able to enter into and fully perform its obligations under this Agreement; (b) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or contribute a default under any agreement to which it is a party; and (c) it will comply with all applicable laws, regulations and code, of any governmental authority of competent jurisdiction in its performance of its obligations or exercise of its right under this Agreement.

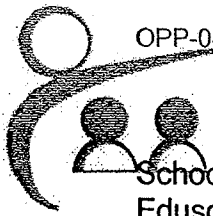
10. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (INCLUDING FOR THE PURPOSES OF THIS SECTION 10, EDUSOFT'S LICENSORS) BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT OR BREACH HEREOF (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF



REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS; PROVIDED THAT THE FOREGOING DOES NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (A) WILLFUL AND MALICIOUS MISCONDUCT; (B) DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY; (C) BODILY INJURY OR DEATH CAUSED BY NEGLIGENCE; OR (D) INDEMNIFICATION OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES TO THE OTHER PARTY ARISING FROM THIS AGREEMENT OR FOR BREACH HEREOF IN EXCESS OF THE AMOUNTS PAID OR DUE TO EDUSOFT UNDER SECTION 4 IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S BREACH OF SECTION 14 OR 2(B) BUT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF REPRESENTATIVES OF EITHER PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11. Indemnification.

A. Indemnification by Edusoft. Edusoft, at no additional cost to Mt. Diablo Unified School District, agrees to indemnify, defend, and hold Mt. Diablo Unified School District, its officials, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to any claim that the Edusoft Platform that infringes a United States patent in existence as of the date of the applicable delivery order, or a copyright or a trade secret of any third party. Edusoft will defend such claim at its expense and will pay any costs or damages that may finally be awarded against Mt. Diablo Unified School District. Notwithstanding the foregoing, Edusoft shall have no liability to Mt. Diablo Unified School District, however, if the claim of infringement is caused by (1) Mt. Diablo Unified School District's misuse or modification of the Edusoft Platform; (2) Mt. Diablo Unified School District's failure to use corrections or enhancements provided to Mt. Diablo Unified School District by Edusoft; (3) Mt. Diablo Unified School District's distribution, marketing or use of the Edusoft Platform for the benefit of parties other than Mt. Diablo Unified School District; (4) information, direction, specification or materials provided by Mt. Diablo Unified School District; or (5) the combination of the Edusoft Platform with non-Edusoft products or services. If the Edusoft Platform or any component thereof is, or in Edusoft's opinion is likely to be held to be infringing, Edusoft shall at its expense and option either (a) procure the right for Mt. Diablo Unified School District to continue using it, (b) replace or modify it with a non-infringing equivalent that has no material adverse effect on the performance required by Mt. Diablo Unified School District, or (c) terminate the license to the allegedly infringing component. The foregoing remedies constitute Mt. Diablo Unified School District's sole and exclusive remedies and Edusoft's entire liability with respect to infringement. The foregoing indemnity is conditioned upon: prompt written notice by Mt. Diablo Unified School District of any claim, action or demand for which indemnity is claimed; complete control of the defense and settlement thereof by Edusoft; and such reasonable cooperation by the Mt. Diablo Unified School District in the defense as Edusoft may request.



B. Indemnification by Mt. Diablo Unified School District. Mt. Diablo Unified School District shall, at no additional cost to Edusoft, indemnify, defend, and hold Edusoft, its officers, directors, shareholders, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to (1) Mt. Diablo Unified School District's misuse or modification of the Edusoft Platform; (2) Mt. Diablo Unified School District's failure to use corrections or enhancements provided to Mt. Diablo Unified School District by Edusoft; (3) Mt. Diablo Unified School District's distribution, marketing or use of the Edusoft Platform for the benefit of parties other than Mt. Diablo Unified School District; (4) information, direction, specification or materials provided by Mt. Diablo Unified School District; or (5) the combination of the Edusoft Platform with non-Edusoft products or services. The foregoing indemnity is conditioned upon prompt written notice by Edusoft of any claim, action or demand for which indemnity is claimed.

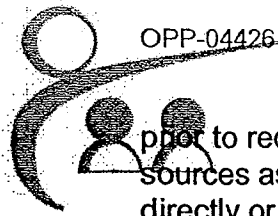
12. Choice of Law. This Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state.

13. Press Releases. The parties may jointly prepare press releases concerning the existence of this Agreement and the terms hereof, in a format mutually agreed to by the parties.

14. Confidentiality. The parties may treat this and all agreements entered into by and between the parties as public data, subject to the following:

A. Disclosure of Confidential Information. Notwithstanding the foregoing, however, during the Term of this Agreement and thereafter, each party will use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it will not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

B. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" refers to student records, trade secrets, business plans, strategies, methods and/or practices, and any other information relating to either party or its business that is not generally known to the public, including but not limited to information about either party's personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction,



prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

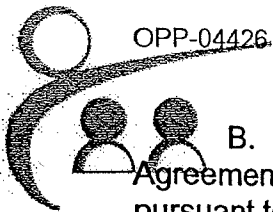
C. Student Records. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party without the prior written consent of Mt. Diablo Unified School District; provided, however, Edusoft may use and disclose such information (including without limitation demographic information and assessment results data) in an aggregate format where data concerning individual students, teachers, schools or districts may not be identified or derived.

15. Non-Discrimination. During the performance of this Agreement, Edusoft shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Edusoft will use reasonable commercial efforts to implement policies and procedures such that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. Worker Health, Safety and Training. Edusoft shall be solely responsible for the health and safety of its employees in connection with the work performed under this Agreement. Edusoft shall ensure all personnel of Edusoft are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Agreement. Edusoft shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Edusoft.

17. Termination.

A. Mutual Termination Provisions. Subject to Mt. Diablo Unified School District's right to terminate this Agreement following the initial five-month prorated period in Term 1 and upon the one-year or two-year anniversary of the Effective Date, either party may terminate this Agreement (a) if the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business; or (b) upon the occurrence of a material breach of a material provision by the other party if such breach is not cured within thirty (30) days after written notice is received by the breaching party identifying the matter constituting the material breach.



B. Effect of Termination. Upon the expiration or earlier termination of this Agreement, the parties shall immediately cease exercising any of the rights granted pursuant to this Agreement other than those that survive beyond this Agreement as stated below in Section 24. Except as provided in Section 24, all rights granted herein to each party shall immediately upon the expiration or earlier termination of this Agreement revert in full to the Mt. Diablo Unified School District. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to any expiration or termination of this Agreement.

18. Relationship of Parties. Mt. Diablo Unified School District and Edusoft are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

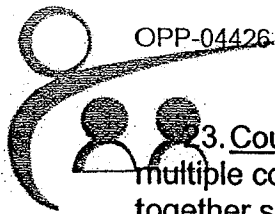
19. Assignment, Binding Effect. Neither Edusoft nor Mt. Diablo Unified School District may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to any successor to substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported assignment by either party other than as provided above shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the successors and permitted assigns of each party.

20. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

21. Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address stated above. Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

22. Force Majeure. Neither party shall be liable for any delays or other failures to perform resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, website outages, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.





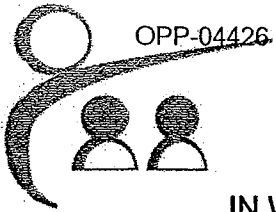
23. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be considered original signatures.

24. Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 8-12, 14, and 17-27, and any accrued but unpaid payment obligations.

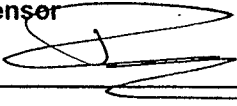
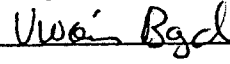
25. Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

26. Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

27. U.S. Government Restricted Rights. The Edusoft Platform and related materials are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Edusoft Platform and related materials, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

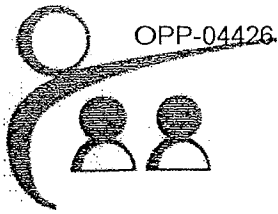


IN WITNESS WHEREOF, Edusoft and Mt. Diablo Unified School District have signed and executed this Agreement on the Effective Date by their authorized representatives, in duplicate.

<p><b>EDUSOFT, Licensor</b></p> <p>By: <u></u></p> <p>Printed Name: <u>Iwan Streichenberger</u></p> <p>Title: <u>Vice President</u></p> <p>Date: <u>02/07/06</u></p>	<p><b>Mt. Diablo Unified School District, Licensee</b></p> <p>By: <u></u></p> <p>Printed Name: <u>Vivian Boyd</u></p> <p>Title: <u>Director of Curriculum &amp; Instruction</u></p> <p>Date: <u>2/9/06</u></p>
---	--

[SIGNATURE PAGE TO EDUSOFT LICENSE AGREEMENT]



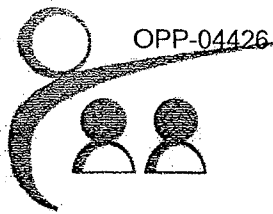


**ADDENDUM 2  
FEE CALCULATION**

Product	Product Code	Quantity	Unit Price	Total Price	Billing Frequency
Expansion: Module 1: State Analysis	E40713	648	\$4.50	\$2,916.00	Annually recurring fee.
Expansion: Module 1: State Analysis	E40713	648	\$1.87	\$1,211.76	Annually recurring fee.
Expansion: Module 2: Teacher Tools	E40713	27,040	\$1.25	\$33,800.00	Annually recurring fee.
Expansion: Module 2: Teacher Tools	E40713	27,040	\$0.52	\$14,060.80	Annually recurring fee.
Expansion: Module 3: Benchmark Exams	E40713	24,610	\$1.25	\$30,762.50	Annually recurring fee.
Expansion: Module 3: Benchmark Exams	E40713	24,610	\$0.52	\$12,797.20	Annually recurring fee.
Training Day - Supplemental	E40721	8	\$1,500.00	\$12,000.00	Additional training sessions.
<b>Renewals</b>					
Renewal: State Analysis	E40714	36,000	\$4.50	\$162,000.00	Annually recurring fee.
Renewal: Module 1: State Analysis	E40714	36,000	\$1.87	\$67,320.00	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	950	\$2.50	\$2,375.00	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	950	\$1.04	\$988.00	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	7,058	\$2.50	\$17,645.00	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	7,058	\$1.04	\$7,340.32	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	1,600	\$2.50	\$4,000.00	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	1,600	\$1.04	\$1,664.00	Annually recurring fee.
Renewal: Module 3: Benchmark Exams	E40714	2,430	\$0.94	\$2,284.20	Annually recurring fee.
Annual Roster Update	E40718	45	\$0.00	\$0.00	Annually recurring fee.

Term 1 Total	<b>\$373,164.78</b>
Term 2 Total	Sum of recurring fees* ; services designated for term 2
Term 3 Total	Sum of recurring fees* ; services designated for term 3

\* If in future years the enrollment is different than the enrollment specified in Addendum 1, the License Fee will be appropriately changed.



## ADDENDUM 3

### CUSTOMER AND TECHNICAL SUPPORT AND SERVICES

#### SCHEDULE A

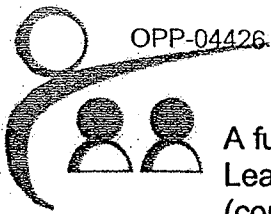
#### CUSTOMER SUPPORT AND SERVICES

Edusoft provides access to the following Customer Services. Standard services are included in the License Fee and include:

- Edusoft Customer Service – Professional support team available to the contacts listed on Addendum 4 via internet, telephone or e-mail from 5 am to 6 pm PST, Monday through Friday, excluding holidays.
- Edusoft Data Integration Services – Initial Customer setup and data loading, ongoing roster and demographic updates, and customer support for data-related questions. See Schedule B for detailed information on Data Integration service levels.
- Access to Edusoft's database of information regarding best practice strategies from districts across the country, including specific implementation plans and white papers on success factors for implementing assessment programs and driving instructional change.

Certain specialized services are available at a fixed price paid at inception (as detailed in Addendum 2). Additional services can be purchased at Edusoft's then-current rate through the execution of an Additional Services Order Form. These services include, but are not limited to:

- Edusoft Implementation Management – Edusoft implementation specialists work with Customer in the implementation of their accountability program. This service will help identify the risks and success factors that accompany district-wide change management through:
  - Planning sessions
  - Completion of a Needs Assessment process.
  - Delivery of an Implementation Plan
  - Ongoing status phone calls
  - Year II/III planning session
- Edusoft Training Program – Provided by an Edusoft Account Manager in a train-the-trainer model to audiences of approximately 15 (no more than 20) educators per session. Training follows Edusoft's standard curriculum; minor modifications may be made through the Edusoft Account Manager. Includes an agenda (curriculum), hands-on exercises, and a printed or electronic Training Guide.



A full training day typically lasts between 4-6 hours for onsite training. Distance Learning sessions are an hour long, with no more than 5 connections (connections defined by access locations—total number of participants is approximately 15). The Edusoft Account Manager will provide detailed information on the technical requirements for the training sessions.

The number of training sessions is determined through consultation with Customer. Edusoft's recommendation for initial implementation services is listed in Addendum 2.

Additional training sessions can be purchased as needed through the Edusoft Account Manager, or Account Executive working with the district.

The following policies apply to Edusoft Customer Services:

#### Training Cancellation

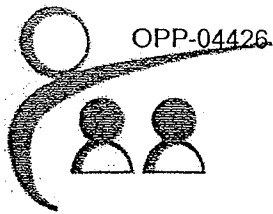
- Customer will be charged ½ of training fees for any training session cancelled within 5 business days of the scheduled training.

#### Travel Expense

- Customer will pay for any travel-related costs for on-site services or training that are in excess of \$500 per day, per Edusoft's standard travel policy.

#### Implementation Timeframes

- Although commitments on timeframe for implementations cannot be made pending completion of a district's Needs Assessment, on average, between six and eight weeks is required to complete the initial district launch. This time period is measured from the time a valid contract is signed by the customer and processed at Edusoft. Longer implementation periods may be required based upon the size and scale of the district, the complexity of the program, and the quality of the district's student data.



## SCHEDULE B

### DATA INTEGRATION SERVICES

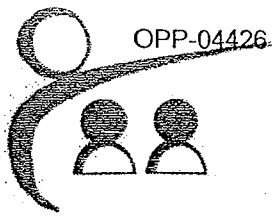
Edusoft offers two Data Integration service levels (defined by frequency of roster updates) to customers; the Standard Service Level for Data Integration will provide 12 updates annually; the Premium Service Level for Data Integration will provide 24 updates annually. The Edusoft Data Integration Lead will work with the customer's SIS contact set forth Addendum 4 to:

- Ensure data requirements are understood by the customer and to establish a query that extracts roster and demographics data from the customer's SIS.
- Determine school names and codes, course term selections, and demographic code mappings for setting up a customer's account in Edusoft.
- Review raw customer data using proprietary validation tool to ensure accuracy before being loaded into Edusoft.
- Write custom algorithms for matching student and teacher identifiers across years and data types.
- Perform quality assurance process with the customer's Edusoft data.
- Use automated verification tools to compare raw customer data submitted with the Edusoft production data and to correct data matching issues as needed.
- Determine an appropriate timeline for submitting roster and demographic updates, as often as every two weeks, depending on service level, and/or in accordance with the customer's benchmark calendar.
- Streamline the data submission process, answer data-related questions from customer staff and work with customer staff to identify and resolve data concerns.

All customers are provisionally assigned to Standard Service Level. Edusoft will provide the following tools and assistance to determine if a customer can qualify for Premium Service at no additional charge:

- Detailed guidelines, including examples, best practices & file formats used by Edusoft to upload data into our system.
- The automated Edusoft Data Validator allowing customer to evaluate, clean, and classify its own data prior to submission to Edusoft.

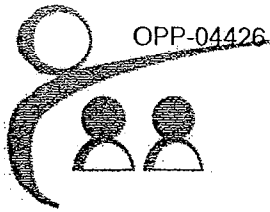
Edusoft's determination as to qualification for Premium Service is conclusive, but customer may seek re-classification in the future based on changes to its data practices or for an additional fee.



**DATA QUALITY SERVICE LEVEL DEFINITIONS:**

<b>Service Level</b> <b>Yearly Update</b> <b>Frequency</b>	<b>Standard Service Level</b> <b>12 Updates/Year</b>	<b>Premium Service Level</b> <b>24 Updates/Year</b>
<b>Student IDs</b>	<ul style="list-style-type: none"> <li>• Unique within school, non-unique within district.</li> <li>• May be recycled from year to year.</li> </ul>	<ul style="list-style-type: none"> <li>• Unique within district.</li> <li>• Non-recycled.</li> </ul>
<b>Teacher IDs</b>	<ul style="list-style-type: none"> <li>• Unique within school, non-unique within district.</li> <li>• May be recycled from year to year.</li> </ul>	<ul style="list-style-type: none"> <li>• Unique within district.</li> <li>• Non-recycled.</li> </ul>
<b>Data Structure &amp; Consistency</b>	<ul style="list-style-type: none"> <li>• Individual school roster files provided.</li> <li>• File format or field formats may not be consistent between updates and files often require manipulation prior to loading.</li> </ul>	<ul style="list-style-type: none"> <li>• Multi-school roster files provided for each school-term in the district.</li> <li>• File format and field formats are consistent between updates and files can be loaded as received (e.g. Course titles must be consistent within a term. Teacher name fields should remain in a consistent format).</li> </ul>





**ADDENDUM 4**

**Mt. Diablo Unified School District CONTACT INFORMATION**

Please fill in the names and contact information below, so that the Edusoft Client Services team can contact appropriate members of your district. If contact is the same for multiple, please just write "same as above".

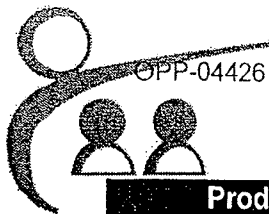
Main Implementation Contact(s)	
<i>This is the person who will be the default contact for our Account Manager to talk to about general implementation and rollout of the Edusoft Platform.</i>	
Name	
Title	
Phone #	
Email	

Training Contact(s)	
<i>This is the person who will be the default contact for our Account Manager to talk to about planning who will be trained and organizing and scheduling these trainings.</i>	
Name	
Title	
Phone #	
Email	

Assessment Data Contact(s)	
<i>This is the person who will be the default contact for our Data Services Team to talk to about getting the electronic data from your State tests.</i>	
Name	
Title	
Phone #	
Email	

Student Information System Contact(s)	
<i>This is the person who will be the default contact for our Data Services Team to talk to about getting your Roster Files initially and ongoing for Roster Updates.</i>	
Name	
Title	
Phone #	
Email	

Purchasing Contact(s)	
<i>This is the person who will be the default contact for our Client Services Team to talk to about billing and payment issues.</i>	
Name	
Title	
Phone #	
Email	



**Mt. Diablo USD  
FEE CALCULATION**

Product	Product Code	Quantity	Unit Price	Total Price	Billing Frequency
<b>First Term Period 2/1/2006 – 6/30/2006</b>					
Expansion: Module 1: State Analysis	E40713	648	\$1.87	\$1,211.76	Pro-rated annually recurring fee.
Expansion: Module 2: Teacher Tools	E40713	27,040	\$0.52	\$14,060.80	Pro-rated annually recurring fee.
Expansion: Module 3: Benchmark Exams	E40713	24,610	\$0.52	\$12,797.20	Pro-rated annually recurring fee.
Renewal: Module 1: State Analysis	E40714	36,000	\$1.87	\$67,320.00	Pro-rated annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	950	\$1.04	\$988.00	Pro-rated annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	7,058	\$1.04	\$7,340.32	Pro-rated annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	1,600	\$1.04	\$1,664.00	Pro-rated annually recurring fee.
Renewal: Module 3: Benchmark Exams	E40714	2,430	\$0.94	\$2,284.20	Pro-rated annually recurring fee.
Training Day - Supplemental	E40721	8	\$1,500.00	\$12,000.00	Additional training sessions.
<b>Term Period 2/1/06 – 6/30/06 Total</b>				<b>\$119,666.28</b>	
<b>Second Term Period 7/1/2006-6/30/2007</b>					
Expansion: Module 1: State Analysis	E40713	648	\$4.50	\$2,916.00	Annually recurring fee.
Renewal: State Analysis	E40714	36,000	\$4.50	\$162,000.00	Annually recurring fee.
Expansion: Module 2: Teacher Tools	E40713	27,040	\$1.25	\$33,800.00	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	950	\$2.50	\$2,375.00	Annually recurring fee.
Expansion: Module 3: Benchmark Exams	E40713	24,610	\$1.25	\$30,762.50	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	7,058	\$2.50	\$17,645.00	Annually recurring fee.
Renewal: Benchmark Exams & Teacher Tools	E40714	1,600	\$2.50	\$4,000.00	Annually recurring fee.
<b>Term Period 7/1/06-6/30/07 Total</b>				<b>\$253,498.50</b>	
<b>Grand Total</b>				<b>\$373,164.78</b>	