ONLINE REGISTRATION SERVICES AGREEMENT

This Online Registration Services Agreement (this "Agreement") is entered into as of September 1, 2010 (the "Effective Date") by and between Administrative Software Applications, Inc., a California corporation, having its offices at 1310 Hollenbeck Avenue, Suite C, Sunnyvale, CA 94087, ("Licensor"), and Mt. Diablo Adult Education, a division of Mt. Diablo Unified School District, a public agency of the State of California, having its principal office at 1266 San Carlos Ave., Concord, CA 94518 ("Licensee").

RECITAL

Licensee has licensed the use of a certain Online Registration software application (the "Software") pursuant to Licensor's Software License and Maintenance Agreement (the "License Agreement"), and has requested that Licensor provide certain registration fee collection and processing services (the "Services") for the benefit of Licensee. Licensor is willing to provide such Services, all on the terms and conditions set forth herein.

The parties hereto agree as follows:

1. SOFTWARE INSTALLATION AND ACCESS
   The Software will be provided by Licensor for installation on Licensee's web server. Licensee will be responsible for maintaining the web server and providing access to the Software. Licensee understands and agrees that Licensor will not be responsible if the Software is not accessible because of problems with Licensee's web server or the Internet.

2. FEE PROCESSING, COLLECTION AND PAYMENTS

   (a) Licensor will establish an Internet merchant account (the "Merchant Account"), and will provide a secure site for Licensee's users of the Software to enter credit card information in connection with class registration. The user will be redirected from Licensee's website to Licensor's website which will have a Digital Certificate and be protected with SSL technology or another secure technology.

   (b) Licensor will collect class registration fees as specified by Licensee, plus convenience fees of $2.00 per registration session where a payment is processed. Once collected by Licensor, convenience fees will not be refunded by Licensor for any reason.

   (c) Licensor will collect the user's credit card information and charge the user's credit card for the total applicable fees.

   (d) If a class is full, the user will have the option to be added to a waitlist for that class. Licensor will not collect any fees from the user to be added to the waitlist for a given class (no registration fees processed, and no convenience fees are processed or added). Licensor will send the relevant information regarding the user to Licensee.

(e)   Licensor will pay to Licensee, once per month, all fees collected on behalf of Licensee by Licensor through the Merchant Account, less all applicable charges including without limitation discounts applied by credit card providers and refund chargeback fees, and other charges that may arise through processing, but not including those charges specified as being Licensor's responsibility. Licensor will be responsible for Internet authorization fees, gateway fees and fees related to operating the Merchant Account. Each such payment will be made by check, or by bank transfer as mutually agreed. (NOTE: If a refund is processed by Licensor, Licensor will <u>not</u> bear the costs necessary to issue that refund. VISA and MC keep their discount percentage and Licensee must pay it. E.g. if Licensor collects $100.00 on VISA, and then issues a refund, VISA keeps $2.29. In order to refund the full $100.00 amount, Licensee will actually be net out of pocket $2.29.)

(f)   In addition, with each monthly payment, Licensor will provide Licensee with a written report containing information regarding each related registration transaction, including the registrant's name, the amount and date of the transaction, the confirmation number, and such other information as Licensor may deem appropriate to report.

(g)   In addition, with respect to each class registration processed by Licensor, Licensor will deliver to Licensee for use in connection with Licensor's software program known as "ASAP" information related to the fee collected, a confirmation number usable by Licensee to compare to the report Licensor provides with the applicable monthly payment, and other information Licensor deems appropriate. Licensee understands and agrees, however, that Licensor is not responsible for balancing the amount of the payment with any information managed or generated by ASAP.

3. LIMITATION OF LIABILITY
    Licensor will not be liable for any indirect, special or consequential damages, in connection with or arising from Licensor's performance of the Services. In no event will Licensor's liability hereunder, for all claims in the aggregate, exceed the total amounts payable to Licensee pursuant to Section 2 (e) hereunder.

4. TAXES
    Licensee will pay all sales, use, or other taxes and fees imposed as a result of payment of fees to Licensee as set forth herein, if any.

5. TERM; TERMINATION; TERMINATION FEES
    Licensor will provide the Services for an initial period of one (1) year following the Effective Date. Thereafter, the term of this Agreement will automatically renew for an additional one (1) year periods, unless either party gives written notice to the other party of its intention not to renew at least sixty (60) days prior to the expiration of the initial or any subsequent one (1) year term. Should Licensee elect to terminate this Agreement, it will pay to Licensor a termination fee of Zero Dollars ($0.00). Upon any termination hereof, all unpaid payments due hereunder will become due and payable immediately. In addition, upon any termination hereof, should Licensee wish to continue using the Software, then, to the extent such fees had been previously waived by Licensor, Licensee will pay to Licensor Licensor's then applicable license fee for the Software

and the applicable fee for the Maintenance and Support Option chosen by Licensee.

6. NOTICES

All notices and other written communications permitted or required under this Agreement will be deemed delivered when deposited in the United States mail as certified or registered mail, postage pre-paid, addressed to the party to be notified at the address shown on this Agreement. A change of address for notice purposes may be made by the same notice procedure.

7. MAINTENANCE AND SUPPORT

So long as this Agreement remains in effect, Licensor will provide regular support and updates to the Software in accordance with Maintenance and Support Option B as described in the License Agreement.

8. FORCE MAJEURE

In no event will Licensor be liable hereunder to Licensee on account of any loss, damage or delay occasioned or caused by strikes, riots, fire, insurrection, war, the elements, embargoes, failure of carriers, inability to obtain material or transportation facilities, acts of God, or of the public enemy, compliance with any law, regulation or other governmental order, whether or not valid, or other causes beyond the control of Licensor.

9. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements and understanding of any nature whatsoever, verbal or written, with respect to the subject matter hereof, and constitutes the entire understanding between the parties hereto with respect to such subject matter. This Agreement will have no force and effect until executed by a duly authorized officer of Licensee and a duly authorized officer of Licensor. All modifications and amendments hereto must be in writing and executed by the parties hereto. The parties acknowledge that should Licensee use its standard form purchase order or any other ordering document in any way in connection with this Agreement, any terms of such purchase order or other ordering document that differ from the terms of this Agreement will be deemed rejected, ineffective, and will not modify or supplement this Agreement in any way.

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

ADMINISTRATIVE SOFTWARE   _____
APPLICATIONS, INC.   (Licensee)

By:_____   By: _____
     Joel M. Meyer, President

                                                    _____
                                                    (Printed Name and Title)