PUBLIC CONSULTING GROUP, INC.
LICENSE AGREEMENT
WITH
HARVEY SCHOOL DISTRICT 152

This LICENSE AGREEMENT, including the attached Exhibit A (hereafter, referred to, collectively, as this "**Agreement**") is entered into as of the 1st day of April, 2016 (the "**Effective Date**"), by and between Public Consulting Group, Inc., a corporation headquartered at 148 State Street, Tenth Floor, Boston, MA 02109 (hereafter, referred to as "**PCG**") and Peotone CUSD 207U, 16001 S. Lincoln Avenue Harvey, Illinois 60426 (hereafter, referred to as "**School System**"). School System enters into this Agreement as a member of "The Group", as defined in Section 1.12, below.

WHEREAS, PCG desires to provide to School System the **Section 504 module** to give School System ability to create and manage 504 plans in the EasyIEP™ system; and

WHEREAS, School System desires to make Section 504 module (hereafter, referred to, collectively, as "Software Services", unless noted otherwise) available to its staff; and

WHEREAS, PCG and the School System desire to insure the confidentiality of student record information as may be required by the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, the Health Insurance Portability and Accountability Act, and any other applicable provisions of federal and State law, regulations and rules that may apply regarding confidentiality of information;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. **"Annual Fee"** means the renewable license fee that is to be paid by School System to PCG for twelve (12) consecutive months of access to PCG's 504 module, calculated and payable in accordance with the schedules set forth in **Exhibit A**, attached to this Agreement.

1.2. **"Confidential Information"** means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including, without limitation, (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not patentable or registrable under patent, copyright or similar statutes), schematics, teaching and development techniques, trade secrets, improvements, research projects or code, (b) information about costs, profits, markets, sales, and lists of customers or clients, (c) technical, business, financial and product development plans, forecasts, marketing or strategic plans, (d) employee personnel files and compensation information, (e) discoveries, developments, designs, improvements, in each case, regardless of the form of communication, including extracts or summaries; and (f) any record (whether in print, handwriting, tape, film, computer, electronic or any other medium maintained by the School System, a School System employee or agent, or a party acting on the School System's behalf, which is directly related to a student or by which a student may be personally identified and/or the record qualifies as a school student record under the Illinois Student Records Act (105 ILCS 10/1 *et seq.*). "Confidential Information" also specifically includes Software, data collected for Medicaid billing services, including protected

health information under HIPAA, any third party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial or personal information pertaining to anyone within the organization. Notwithstanding the foregoing, however, "Confidential Information" does not include information that (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.3. **"Documentation"** means all available technical information, training materials and those instructions in printed or electronic media, manuals and diagrams pertaining to the Software Services.

1.4. **"Software Services"** means: (i) PCG's Internet-based 504 module, as identified in **Exhibit A,** attached to and incorporated into this Agreement, (ii) all New Releases, Updates and Upgrades applicable to the foregoing and generally released by PCG and (iii) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.5. **"Intellectual Property Rights"** means patent rights, copyrights (including, but not limited to, copyrights in audiovisual works and applicable Moral Rights), trade secret rights, trademark rights and any other intellectual property rights recognized by the law of each applicable jurisdiction in which licenses for the Software Services are marketed and licensed by PCG.

1.6. **"Moral Rights"** means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.7. **"New Releases"** means any new revision of Software Services that includes significant enhancements which add new features to the Software Services and which will generally be designated by a new version number either to the left of the decimal point (e.g. v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g. v2.03 to v2.10).

1.8. **"Permitted Use"** means use of the Software Services by employees, contractors and others affiliated with or authorized by the School System for the School System's own internal use only.

1.9. **"School System User"** means any employee, contractor, and/or authorized user of the "School System" who will be granted access to the Software Services. If the School System is a joint agreement, "School System User" shall be deemed to include any employee, contractor, and/or authorized user of a member school district of the joint agreement.

1.10. **"School System User Support and Maintenance"** means the support services to be provided to "School System Users" with respect to the Software Services as specified by this Agreement.

1.11. **"Term"** means collectively and individually the Initial Term and Renewal Terms as defined by Section 2, below.

1.12. **"The Group"** means the special education cooperatives and school districts located in Cook County and neighboring counties that agree to participate in a joint purchase of PCG products in accordance with the terms of this Agreement. During the term of this Agreement, The Group may be expanded by additional special education cooperatives and/or school districts that enter into agreements with PCG in accordance with Section 11.13, below.

1.13. **"Trademarks"** means all trade marks, trade names, service marks, logos, now owned or hereinafter acquired by either party; and all other trademarks, trades names, service marks and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction of the Territory.

1.14. **"Updates"** means any new revisions and/or modifications required to be made to the Software Services and/or Documentation in order to update operational performance.

1.15. **"Upgrades"** means any new revision of the Software Services that includes corrections and minor modifications to existing features and which will generally be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g. v2.02 to v2.03).

2. TERM and TERMINATION.

2.1. **Term.** The initial term of this Agreement (the **"Initial Term"**) shall commence on the Effective Date and shall continue until the 31st day of March, 2017 (an initial one-year term). Each year is subject to appropriation. Following the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a **"Renewal Term"**), unless either party notifies the other, at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party's election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be. The price for each Renewal Term shall increase no more than the lesser of 5% or the percentage increase in the Consumer Price Index during the 12-month calendar year preceding the Renewal Term (The Property Tax Extension Limitation Law, 35 ILCS 200/18-185(a))**.** PCG will notify School System at least ninety (90) days in advance of any price increase.

2.2. **Termination.** Notwithstanding the provisions of Section 2.1 above, either party may terminate this Agreement on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

2.3. **Effect of Termination.** Upon termination or expiration of this Agreement: (i) all licenses granted to School System by PCG will terminate, (ii) all End User access to the Software Services will terminate, and (iii) PCG will coordinate with School System to electronically transfer all of School System's data to School System by use of magnetic tape, compact disc, FTP site or other reasonable and secure method.

2.4. **No Damages for Termination.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAW OF THE TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither

party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

3. GRANT OF RIGHTS.

3.1. **Grant of License for Software Services.** Subject to the terms and provisions of this Agreement and School System's performance of all its obligations under this Agreement, PCG hereby grants to School System, and School System hereby accepts, a non-exclusive, non-transferable, right and license, during the Term only, to access via the Internet and use, to the extent reasonably necessary, the Software Services.

3.2. **Grant of License for Documentation.** PCG hereby grants to School System, and School System accepts, a non-exclusive, royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only:

3.2.1. to incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for School System with respect to the Software Services; and

3.1.2. to reproduce and distribute, within the School System, modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of School System's Documentation for the Software Services, and, if such School System's Documentation is in an on-line format, allow the School System Users to make print copies of the same.

3.3. **Restrictions on License Grant.**

3.3.1. School System shall not use or grant to any person or entity the right to use the Software Services except to authorized School System Users. School System shall not distribute outside the School System, market, or sublicense the Software Services and School System Users shall not distribute, market, or sublicense the Software Services.

3.3.2. School System will ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the Software Services and related Documentation are placed on all copies of written materials distributed by School System relating thereto. Documentation that is delivered to the U.S. Government will include an appropriate restrictive rights legend. Examples of such documentation include Training materials and manuals. PCG shall provide the School System with any and all proprietary notices that School System is requested to utilize in order to comply with this subsection and will further provide the School System with the methods and means to place such proprietary notices on all copies of written material.

3.3.3. School System shall not knowingly distribute or knowingly permit distribution of Software documentation or Intellectual Property to any individual or organization that is not part of the School System or an authorized School System User.

3.3.4. School System will not knowingly transfer or knowingly permit access to the Software Services to any third party or knowingly permit any School System User to transfer or allow access the Software Services to any unauthorized person; and,

3.3.5. School System will not knowingly decompile, disassemble or otherwise attempt to reverse engineer the Software Services or any portion thereof and will not knowingly permit any School System User to decompile, disassemble or otherwise attempt to reverse engineer the Software Services or any portion thereof.

3.4. **Reservation of Rights.**

3.4.1. Subject to the license rights granted to School System by this Section 2, all right, title and interest in and to Software Services including the Intellectual Property Rights and technology inherent in Software Services are, and at all times will remain, the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate or display the Software Services in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to School System any right, title or interest in or to PCG's Intellectual Property Rights or other rights in and to the Software Services or PCG's Trademarks.

3.4.2. Except as expressly authorized by this Agreement, School System shall not use, display, copy, distribute, modify or sublicense the Software Services. In addition, School System shall not modify, transfer, rent, lease, reverse engineer, decompile or disassemble the Software Services. PCG reserves all rights not expressly granted to School System by this Agreement. School System will not alter, remove, modify or suppress any confidentiality legends, or proprietary notices placed on, or contained within the Software Services and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the Software Services.

4. PAYMENTS. In consideration of the licenses granted by PCG to School System under this Agreement, School System shall pay PCG Annual License Fees, as set forth in Exhibit A of this Agreement.

4.1. **The Group Discount.** School System understands that the Annual Fee for software services set forth in Appendix A reflect discounts for The Group based on the condition that The Group's total combined volume of children with disabilities, as defined by IDEA, is not less than 17,501 as of the December 2006 IDEA Child Count. If the volume of children with disabilities is less than 17,501 at the beginning of the Initial Term or becomes less than 17,501 at the beginning of a Renewal Term, PCG reserves the right to avoid or terminate this Agreement or to renegotiate the Annual Fee for software services.

4.2. **Payment of Annual Fees.** The Annual Fees for Software Services for the first twelve (12) calendar months from the Effective Date shall be due and payable to PCG in advance and shall be due within thirty (30) days from the Effective Date. Subsequent Annual Fees for Software Services shall be due and payable to PCG on or before the fifteenth (15th) day of the calendar month preceding each annual anniversary of the Start Date, as described in Exhibit A. Should this Agreement be terminated prior to expiration of the Term or prior to any annual anniversary, such pre-paid fees for Software Services shall be non-refundable.

5. WARRANTIES.

5.1.   **Power and Authority.**   Each party represents and warrants that it has the sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

5.2.   **Limited Warranty.** PCG represents and warrants that it has the right to license the Software Services as specified by this Agreement, and that the use of the Software Services contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Further, PCG represents and warrants that, during the ninety (90) day period following the initial installation of Software Services hereunder, and during the ninety (90) day period following the installation of each Update, Upgrade and New Release hereunder, the Software Services will operate in accordance with the applicable Documentation, provided that the Software Services is operated in compliance with such Documentation.   Under no circumstances will PCG be responsible for School System's hardware, software, browsers or Internet connections which provide access to the Software Services unless PCG caused damage to the School System's hardware, software, browsers or Internet connections. PCG shall use every reasonable effort to maintain the Software Services and to correct any problems that may arise with the use of the Software Services. PCG's failure to use every reasonable effort to maintain the Software Services and to correct any problems that may arise with the use of the Software Services shall be deemed a material breach under Section 2.2 of this Agreement.

Notwithstanding the above, PCG shall indemnify, defend and hold harmless the School System from and against any and all claims by and/or liability or damages to third parties in the manner set forth in Section 8.1 below.

5.3.   **DISCLAIMER.** PCG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE EASY IEP™ PRODUCTS OR ANY OTHER GOODS OR SERVICES PROVIDED BY PCG, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION.

6.1.   **Ownership.** School System acknowledges PCG owns the Software Services and that the Software Services are not generally published and embody PCG's or its licensor's Confidential Information and Trade Secrets. All right, title and interest in and to the Software Services, including, without limitation, all copyrights, trade secret rights and other intellectual property rights pertaining in and to the Software Services shall remain vested in PCG and its third-party licensors. PCG acknowledges School System owns all the data input by School System User for purposes of creating an Individualized Education Plan and any and all reports produced as a result of using the Software Services. School System acknowledges that PCG shall have the right to aggregate any data input by School System or School System Users for PCG's own internal purposes, but shall not use personal or individual identifying information, where the use and disclosure of which would constitute a breach of any privacy policy adopted by either PCG or School System or a violation of the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, and/or any other federal of State law, regulation or rule.

6.2.   **Confidentiality Obligations.**   Each party agrees that: (i) neither party will disclose to any third party any of the other Party's Confidential Information except to the receiving party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein or if otherwise required by law, including without limitation if required by the Illinois Freedom of Information Act, to disclose such Confidential Information; (ii) each party will use the same degree of care it uses to maintain

the confidentiality of its own information of similar importance to maintain the confidentiality of all Confidential Information in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Except as may be required by law, each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law.

6.3.   **Injunctive Relief.** Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section 6.

6.4.   **School System's Duties.** School System will use reasonable efforts to protect the Software Services from unauthorized access, copying, dissemination, or disclosure and from other unauthorized use and will report promptly to PCG any infringement of such rights of which School System becomes aware. School System shall use its best efforts to comply with its responsibilities and duties as outlined in **Exhibit A**. School System shall be responsible for the quality, integrity, and accuracy of all data input and used in connection with the Software Services. PCG will not disclose any information input by School System or School System Users without the express written consent of the School System's Assistant Superintendent for Pupil Services or designated equivalent.

6.5.   **PCG Duties.** In addition to complying with the terms set forth in **Exhibit A,** PCG will use reasonable efforts to protect the School System's information and any data input as part of School System's use of the Software Services. PCG will take reasonable steps to protect any data with technical, administrative and physical safeguards to protect against loss, unauthorized access, destruction, misuse, modification and improper disclosure. However, no computer system or information can ever be fully protected against every possible hazard. PCG is committed to providing reasonable and appropriate security controls to protect information against foreseeable hazards. PCG shall only have access to such facilities, equipment or personnel of the School System as are necessary for the performance of services under the Agreement, in the School System's sole reasonable discretion, and only upon the permission of the School System.

PCG recognizes that all School System IEP data is the property of School System Public Schools. Upon contract termination, or at School System's request, PCG will return all data to School System. PCG will provide all database tables, including a description of the table structure.

6.6.   **Third Party Infringement.** PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the Software Services.

7. PRODUCT MARKING.

7.1.   **Ownership of PCG Marks.** School System acknowledges that PCG is and shall remain the owner of all right, title and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by School System use of the Software Services with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG.

7.2.   **Infringements.** School System shall promptly notify PCG of any third-party infringements of any of the PCG Marks used in connection with the Software Services, or any act of unfair competition by third parties relating to the PCG Marks, within a reasonable time of the School System's knowledge of infringements or acts of unfair competition by third parties relating to the PCG Marks.

8.   INDEMNIFICATION.

8.1   **PCG Indemnification Obligations**. PCG shall defend, indemnify and hold harmless School System and its officials, employees, and agents from and against any suit, proceeding, assertion, damage, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against School System and its affiliates, employees and agents directly arising from a claim that any of the Software Services infringe any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that School System promptly notifies PCG, in writing, of the suit, claim or proceeding or a threat of suit, claim or proceeding and provides PCG with reasonable assistance for the defense of the suit, claim or proceeding PCG also shall defend, indemnify and hold harmless School System from and against any suit, proceeding, assertion, damage, cost, liability and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against School System and its affiliates, employees and agents directly arising from a claim that PCG has disclosed confidential student information in violation of federal or State law, regulations or rules, provided that School System promptly notifies PCG, in writing, of the suit, claim or proceeding or a threat of suit, claim or proceeding and provides PCG with reasonable assistance for the defense of the suit, claim or proceeding. In either event, PCG will have sole control of the defense of any such claim and all negotiations for settlement or compromise, except that PCG shall timely notify School System regarding any proposed settlement or compromise in order that School System may have an opportunity to review and comment.

8.2   **School System Indemnification Obligations**. School System shall defend, indemnify, and hold harmless PCG and its employees and agents from and against any suit, proceeding, assertion damage, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims of School Systems or other third party claim against PCG and its affiliates, licensors, suppliers, officers, directors, employees and agents directly arising from School System's misuse of the Software Services, unauthorized modification of Software Services or unauthorized combination of the Software Services with any hardware, software, products, data or other materials not specified or provided by PCG, provided that PCG promptly notifies School System, in writing, of the suit, claim or proceeding or a threat of suit, claim or proceeding, and provides School System with reasonable assistance for the defense of the suit, claim or proceeding. School System will have sole control of the defense of any claim and all negotiations for settlement or compromise, except that School System shall timely notify PCG regarding any proposed settlement or compromise in order that PCG may have an opportunity to review and comment.

9.   NONEXCLUSIVE REMEDY. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

10.   COMPLIANCE WITH LAWS. Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement. The parties shall comply with all applicable laws, regulations, rules, ordinances and codes promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body, including without

limitation the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, and other laws and rules governing student privacy and confidentiality. Except as specifically authorized in writing by the School System, PCG and its personnel shall not disclose to any third party any portion of confidential information about the identity, health status, or family or demographic profile of students serviced by the School System.

11.   GENERAL.

11.1.   **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment.

11.2.   **Insurance.** PCG shall insure against all losses and damages which are the result of the fault or negligence of PCG in carrying out of services under this Agreement, including general liability and professional liability. PCG shall, if requested by the School System, produce a certificate of insurance showing that the necessary coverage is currently in force and shall provide the School System thirty (30) days written notice prior to any reduction or cancellation of such insurance.

11.3.   **Governing Law.** This Agreement is governed by the laws of the State of Illinois, without regard to its conflict of law provisions.   PCG hereby consents to jurisdiction and venue therein.

11.4.   **Severability.** If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

11.5.   **Force Majeure.** Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "***Force Majeure***"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than thirty (30) days.

11.6.   **Notices.** All notices under this Agreement will be deemed given when delivered personally, sent by certified or registered U.S. mail, return receipt requested, or nationally-recognized express courier, to the address shown below the signature blocks of this Agreement or as may otherwise be specified by either party to the other in accordance with this section.

11.7.   **Independent Contractors.**   The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

11.8.   **Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

11.9.   **Entire Agreement.**   This Agreement and its exhibits are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written

and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

11.10. **Survival.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

11.11. **Headings.** The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

11.12. **Nonexclusive Agreement.** School System acknowledges that PCG may enter into similar agreements with other persons, organizations or entities.

11.13. **ADDITIONAL SERVICES.** The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement signed by each party.

11.14. **COOPERATIVE PURCHASING.** The terms and conditions of this Agreement may be extended to additional special education cooperatives and/or school districts to permit such other entities to contract with PCG for the goods or services set forth in this Agreement, subject to the mutual agreement of PCG and the other entity, which may include different payment terms. School System assumes no authority, liability, or obligation to PCG or to any other entity with respect to any such resulting extension of this Agreement.

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

PUBLIC CONSULTING GROUP, INC.   **SCHOOL SYSTEM**

By: _____   By: _____
    Signature   *Signature*

    _____   _____
    Printed Name   *Printed Name*

    _____   _____
    Title   *Title*

PUBLIC CONSULTING GROUP, INC.
LICENSE AGREEMENT
HARVEY SCHOOL DISTRICT 152
EXHIBIT A

All information contained in Exhibit A is CONFIDENTIAL and may not be distributed or shared outside of School System without the express written consent of PCG unless the disclosure of same is required by law.

I. Pricing for Software Services

The annual fees associated with PCG's Software Services for the one year term of this Agreement are as follows:

504 Module

504 Module cost: $1.00 per total enrollment

2,499 students x $1.00 = $2,499 per year

School System Election:

____   School System elects to use PCG's 504 module.
____   School System elects not to use PCG's 504 module.

II. Software Services Start-up Operations

Overview: Operations Start -up is the process by which the Software Services are established for School System. PCG provides Software Services as complete services. School System is not required to purchase or install any software on their computers with the exception of an Internet browser and Adobe Acrobat Reader® (both are provided at no cost by the vendors).

Access to Software Services: PCG will provide access to the Software Services to School System via private accounts accessed through the Internet, from which School System will be capable of using the Software Services as permitted by this Agreement. PCG will not provide the Internet connectivity to the School System and obtaining and maintaining such connectivity will be the sole responsibility of the School System. PCG will, as soon as practicable, provide School System with advance notice of each New Release or Upgrade and provide notice whether such Update or New Release will be provided via the Internet.

Server Hardware: PCG will provide all the necessary hardware and software to host the application in our office. This will include monitoring the application to ensure that the hardware/software continues to provide the required level of service/performance for each of School System's users. School System will be responsible for access to the Internet for its users and provision of Adobe Acrobat Reader (free software). PCG will provide an appropriate server(s) for the School System at no additional cost, provided that such server is hosted by PCG at PCG's designated site.

Server Software Administration and Security: PCG will be responsible for undertaking all necessary security reviews and measures, as well as PCG's compliance with HIPAA Security Standards. There is no extra charge for numerous versions of the same document (e.g. if a child requires two IEPs in the same year). PCG will provide daily and weekly backups of all data. If requested, the data can be provided to School System in the requested format.

Hardware and Software Maintenance. At no additional charge to School System, PCG will provide full maintenance of its server and software. This will include monitoring the application to ensure that the hardware/software continues to provide the required level of service/performance for School Systems users.

Server Internet Connection: PCG will provide the connection to the Internet at an appropriate speed to carry the School System traffic at no additional cost.

III. School System Operations Support

School System agrees to support the start-up effort and ongoing operations, including the following:

Basic System Support: School System is responsible for providing the following:

► Connection to the Internet for their Users
► Computer hardware for their Users
► Browser software and browser software configuration
► Installation and configuration of the Adobe Acrobat Reader®
► Site(s) for training with an appropriately configured computer for each trainee and one additional computer for the trainer.
► System start up information as detailed in the System Start-Up Section of this document.

Data Collection Tools: PCG has developed a standard set of spreadsheets to hold the data elements required by Software Services which School System agrees to use. These spreadsheets include:

► Student Information
► User and other staff Information
► School Information
► Assessments
► Accommodations (if formalized)
► Annual Goals (if available)
► Objectives/Benchmarks (if available)
► Special Education Services
► Required Related Services
► Transition Services (if available)

Often these data may be exported from existing database(s) or spreadsheets. PCG will assist the school systems in populating the spreadsheets by providing technical advice and consulting, but it is the responsibility of School System to populate the spreadsheets.

Data Collection Support: School System agrees to use the following set of reports to facilitate information gathering: These reports shall include, but are not limited to:

► Special Education Data

- ► FTE Report
- ► Active/Inactive Student Report
- ► Projected IEP Team Meetings
- ► Projected Eligibility Team Meeting
- ► IEP Team Accounting Report
- ► Initial Referral and Re-evaluation Report
- ► Caseload Report
- ► Mailing Labels
- ► Related Services Delivered Reports

IV. Customer Support

Phone and Email Support: PCG will provide full email and telephone support. Emails will be answered no later than within 1 business day and the telephone hotline will be available 8:30 AM-5:00PM (CST) Monday through Friday. Email support will be provided via the EasyIEP™ Message Board pages. School System is required to self-select certain users (e.g. one per school) who will be the designated school staff to communicate questions to PCG via phone, or email. It is anticipated that this person(s) will be knowledgeable about Software Services.