



SUBSCRIPTION AGREEMENT

PRICING AND EXPIRATION: This Subscription Agreement guarantees the pricing for 12 months, conditioned upon Customer's commitment to a 6-month Subscription Term. Notwithstanding anything to the contrary in this Agreement, if Customer does not execute this Agreement on or before 1.1/2016, the terms and conditions set forth herein (including those related to pricing) shall become null and void.

PAYMENT TERMS: Pricing above reflects current Customer enrollment. If the term of the Agreement is extended past 6 months, Customer agrees to pay for any increase in student enrollment for subsequent years, subject to Customer's written pre-approval of such increases as may be proposed. All prices above in USD. All payment obligations are non-cancelable and all amounts paid are nonrefundable except as otherwise provided in this Subscription Agreement. MasteryConnect shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Payment is due within 30 days of Effective Date, unless otherwise specified below.

This Agreement consists of and incorporates by reference all of the following: (a) the above page; (b) the below "Terms and Conditions"; and (c) the "User Terms and Conditions", which are also located at <https://www.masteryconnect.com/terms>. The foregoing documents constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements written or oral. To the extent of any conflict between the below Terms and Conditions and the User Terms and Conditions of Service, and to the extent of any conflict between the below Terms and Conditions and the MasteryConnect Privacy Policy, the below Terms and Conditions shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MASTERYCONNECT

CUSTOMER

By:

Name: Cory Reid

Title: CEO

Date: 6/23/2015

By (Authorized):

Name:

Title:

Date:

TERMS AND CONDITIONS

1. SUBSCRIPTION ACCESS.

MasteryConnect grants Customer, its educators and administrators a limited, non-exclusive, terminable, non-transferable license to access MasteryConnect services specified above and on previous pages via the website (the "Services"), currently at www.masteryconnect.com/login as set forth in the terms below, and subject to the User Terms and Conditions. MasteryConnect shall provide the Services to Customer 24 hours per day, 7 days per week during the Subscription Period. MasteryConnect shall ensure 99.5% up-time, Monday through Friday between 6 a.m. and 6 p.m. US Central Time ("Up-time"). Where Up-time percentage averages less than 99.5% in a calendar month, Customer shall have the right to terminate this Agreement immediately upon written notice to MasteryConnect.

2. SUBSCRIPTION PERIOD.

Unless earlier terminated pursuant to Section 5, this Agreement shall commence on the Effective Date and expire automatically on the date that is 6 months after the Effective Date (the "Subscription Period").

3. PUBLICITY.

Customer agrees to allow MasteryConnect to use its name and logo in both text and pictures in its marketing communications and materials; provided, however, that except for MasteryConnect's use and reproduction of Customer's name and logo for the purpose of relating the fact that Customer is a customer of MasteryConnect (which MasteryConnect may do without seeking further approval from Customer), MasteryConnect will first seek Customer's prior written approval before undertaking any of the other publicity activities set forth in this sentence. Customer shall not unreasonably withhold or delay such approval.

4. OBLIGATIONS OF THE PARTIES.

(a) Creation and Maintenance of User Accounts. MasteryConnect agrees to allow teachers and administrators ("Authorized Users") of Customer to access and use the MasteryConnect services by allowing Customer to establish and maintain User Accounts for such Authorized Users, subject to their compliance with the User Terms and Conditions.

(b) Support Services. In connection with the license granted herein, MasteryConnect will provide Customer with support services as set forth in Section 6, "Software Support" below.

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(c) Access to User Accounts. Customer shall be responsible for the use of User Accounts by its Authorized Users and conduct through such User Accounts relating to the MasteryConnect services. Customer agrees that all access information for User Accounts will be maintained as confidential, and that Customer will not knowingly allow anyone to use a User Account, except for the individual for whom the User Account was created.

(d) INSPECT Item Bank License. If Customer elects to purchase a license to the INSPECT Item Bank as part of this Agreement, Customer hereby agrees to the INSPECT Item Bank license terms and conditions set forth in Appendix A. In the event of any conflict between the terms and conditions set forth in Appendix A and any other terms of this Agreement, the terms and conditions in Appendix A shall govern with respect to Customer's use of and access to the INSPECT Item Bank.

(e) Professional Development Services. MasteryConnect will perform the professional development service offerings specified on the Cover Page (the "Professional Development") in a manner substantially in accordance with its published descriptions for such Professional Development.

(i) Webinars. For Professional Development that are designated as "virtual" in their applicable published descriptions, MasteryConnect will provide such Professional Development remotely via webinar, Customer will be responsible for providing its own computers, web browser software, and internet connections sufficient to facilitate the receipt of such webinar.

(ii) On-Site Offerings. For Professional Development that are designated as "onsite" in their applicable published descriptions, MasteryConnect will provide such Professional Development on-site at Customer's facility. No more than thirty (30) attendees of Customer may participate in each Professional Development session. Customer will be responsible for providing access to a suitable meeting site at its facility (including without limitation audiovisual equipment and network access).

(iii) General. The parties will agree upon a mutually-convenient time to schedule each of the Professional Development. All Professional Development must be scheduled for performance within twelve (12) months after the Effective Date, and MasteryConnect will not have any obligation to perform any Professional Development that are not scheduled to be performed within such twelve (12) month period. All Professional Development will be deemed accepted upon completion of performance.

(f) Disclaimers and Limitation of Liability for Supplementary Service. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE PROFESSIONAL DEVELOPMENT, THE SUPPORT SERVICES DESCRIBED IN SECTION 6, AND ANY MATERIALS SUPPLIED IN CONNECTION WITH THE PERFORMANCE OF SUCH SERVICES (COLLECTIVELY, THE "SUPPLEMENTARY SERVICES") ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, MASTERYCONNECT AND MASTERYCONNECT'S AFFILIATES, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY, WARRANTY OF QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

EXCEPT TO THE EXTENT OF ITS INDEMNITY OBLIGATIONS PROVIDED BELOW, MASTERYCONNECT SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR INTERRUPTION RESULTING FROM THE SUPPLEMENTARY SERVICES. EXCEPT TO THE EXTENT OF ITS INDEMNITY OBLIGATIONS PROVIDED BELOW, MASTERYCONNECT'S CUMULATIVE AGGREGATE LIABILITY TO CUSTOMER IN CONNECTION WITH THE SUPPLEMENTARY SERVICES SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER UNDER THE COVER PAGE FOR THE PROFESSIONAL DEVELOPMENT OR SUPPORT SERVICE (AS APPLICABLE) GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO LIABILITY.

The disclaimers and limitations of liability in this Section 4(f) do not apply to damages to Customer's property. In the event MasteryConnect is responsible for damage to or destruction of Customer's physical property (collectively "Damage") in performance under this Agreement, MasteryConnect shall, at its sole cost, repair or replace such Damage. Such repair or replacement shall return Damage to at least equivalent condition or function of such property immediately before the Damage occurred. In the case where MasteryConnect does not repair or replace Damage within thirty (30) days, or other commercially reasonable timeframe, Customer may set off costs of such Damage against payments due or which may later come due to MasteryConnect. Where Damage exceeds anticipated payments due to MasteryConnect under this Agreement, MasteryConnect shall reimburse Customer for such remaining balance within thirty (30) days after demand.

5. TERM AND TERMINATION.

This Agreement shall begin as of the Effective Date and run for the full term of the Subscription Period, unless otherwise terminated as provided herein (the "Term"). Either party may terminate this Subscription Agreement at any time and for any reason in the terminating party's sole discretion, upon at least sixty (60) days written notice to the other party.

In the event of any breach of this agreement, the non-breaching party may terminate the agreement with at least (30) days notice.

Upon termination of this Agreement, the last annual payment made shall be prorated and refunded to Customer. The prorated refund shall be based upon the number of days remaining in that annual period after the effective date of termination.



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Upon termination of this Agreement, Customer's Authorized Users shall have no right whatsoever to access the MasteryConnect services or any of its components. For the avoidance of doubt, the foregoing shall not limit any additional or different termination rights and obligations applicable to the INSPECT Item Bank set forth in Appendix A, if applicable.

6. SOFTWARE SUPPORT.

MasteryConnect will use commercially reasonable efforts to provide support for Support Requests from the Primary System Administrator, teachers and students in accordance with the tables below. "Support Requests" means support-related issues arising from the use of the Services. Support Requests does not include support-related issues arising from or related to enrollment, login, academic courses, or customer policy, which shall be Customer's sole responsibility.

(a) Primary System Administrator. Customer will designate one of its employees per building site as MasteryConnect's primary system administrator for such building site ("Primary System Administrator").

(b) Support Contacts. Phone Support is available at 801.736.0258. Phone Support after hours is available at 801.736.0258. Email support is available at support@masteryconnect.com. Email Support Feedback Tool is available through logging on to the Service and clicking "Feedback" in the header. The Video and Document Library is available at <http://www.masteryconnect.com/help>.

TYPES OF SUPPORT	PRIMARY SYSTEM ADMINISTRATOR	TEACHERS	STUDENTS
Live Phone Support <i>9:00 am - 5:00 pm Mountain Standard Time</i>	Yes	No	No
Live Phone Support <i>After Hours (by Application Engineer)</i>	Yes	No	No
Email Support	Yes	No	No
Searchable Video & Document Library	Yes	Yes	No

SUPPORT ESCALATION BY TICKET TYPE	CUSTOMER PROVIDES	MASTERYCONNECT PROVIDES TO ALL USERS	MASTERYCONNECT PROVIDES SUPPORT TO CUSTOMER PRIMARY SYSTEM ADMINISTRATOR	MASTERYCONNECT PROVIDES SUPPORT TO CUSTOMER PRIMARY SYSTEM ADMINISTRATOR
Enrollment, Login, Course or Customer Policy	Yes	N/A	N/A	N/A
Bug Reporting	N/A	Yes <i>Email Recognition</i>	Yes <i>Email Confirmation</i>	Yes <i>If Resolution Greater than 1 Day</i>
Integration, Migration and any other system issue	N/A	N/A	Yes <i>Email or Phone Resolution</i>	Yes <i>Email or Phone Resolution</i>

7. PRIVACY AND DATA PROTECTION.

MasteryConnect shall comply with all applicable federal and state laws concerning the protection of personal, employee, and student information, including but not limited to the Illinois School Student Records Act, 105 ILCS 10/1, *et seq.*, the Illinois Personal Information Protection Act, 815 ILCS 530/1 *et seq.*, and the Family Educational Rights and Privacy Act, 20 U.S.C. ' 1232g. Notwithstanding any other provision contained in this Agreement or in MasteryConnect's User Terms and Conditions, as may be amended from time to time, all information sent to MasteryConnect by Customer or its administrators, employees, and students (collectively "Users"), and all information posted to MasteryConnect's Web Site by Users, shall be defined as "Confidential Information." MasteryConnect shall not divulge or disclose any Confidential Information to any person or entity except for MasteryConnect's employees and its third party service providers who need access to such information to perform services in connection with this Agreement. MasteryConnect shall protect Customer's Confidential Information using means, methods, systems, and technologies that meet or exceed industry standards for data protection and privacy. MasteryConnect shall test its servers for viruses at reasonable and regular intervals and shall maintain backup copies of all content. MasteryConnect shall maintain complete and accurate records of these security measures and shall produce such records to Customer for purposes of audit upon reasonable prior notice during normal business hours.

MasteryConnect may receive education records from Customer only as is required to provide to Customer with services pursuant to the terms of this Agreement. In the event Customer provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to MasteryConnect, MasteryConnect shall be deemed a "contractor" under 34 CFR 99.31(a)(1)(B), and Mastery Connect shall fully comply with all requirements of 34 CFR 99.31(a)(1)(B)(1) through (3). MasteryConnect acknowledges that PII is the Confidential Information of Customer, and MasteryConnect shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. MasteryConnect agrees to abide by the requirements of applicable federal and state law pertaining to the protection and disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of this Agreement, MasteryConnect shall not use or further disclose PII. Upon the expiration or termination of this Agreement, MasteryConnect shall promptly return to Customer any and all PII and Confidential Information in MasteryConnect's possession.



SUBSCRIPTION AGREEMENT

MasteryConnect shall indemnify, defend and hold harmless the Board of Education of Oak Park Elementary School District 97, its individual board members, officers, administrators, employees, agents, representatives, and volunteers (the "Indemnified Parties") from any and all claims, demands, causes of action, losses, liabilities, damages, and penalties, including attorneys' fees and court costs, to the extent arising (1) from any breach of this Section 7 by MasteryConnect; and (2) from any violation of applicable federal and state laws concerning the protection of personal, employee, and student information.

8. INSURANCE.

This Section 8 shall apply if any employees, subcontractors, or representatives of MasteryConnect will be physically present on Customer's property. MasteryConnect shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause the Board of Education of Oak Park Elementary School District 97, its individual board members, officers, administrators, employees, agents, representatives, and volunteers, to be named as additional insureds on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / XV. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to Customer. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this agreement. Each such policy shall include by endorsement a requirement of at least 30 days written notice to Customer prior to any termination, cancellation or material amendment to that policy. Prior to MasteryConnect sending any employee, subcontractor or representative to the Customer's property to conduct training or for any other purpose, and on an annual basis thereafter during the term of this Agreement or any extension thereof, MasteryConnect shall furnish to Customer certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum

9. INDEMNITY.

MasteryConnect shall indemnify, defend and hold harmless the Board of Education of Oak Park Elementary School District 97, its individual board members, officers, administrators, employees, agents, representatives, and volunteers (the "Indemnified Parties") from any and all claims, demands, causes of action, losses, liabilities, damages, and penalties, including attorneys' fees and court costs, to the extent arising from any breach of this Agreement by MasteryConnect, and to the extent arising from any negligent act or omission of MasteryConnect or its employees, its subconsultants, or their employees.

Customer's obligation under Section 11 of the User Terms and Conditions to indemnify, defend, and hold harmless MasteryConnect and certain other persons and entities is limited and shall only apply to the extent arising from the negligent act or omission of Customer. Customer shall have no obligation under Section 11 of the User Terms and Conditions to the extent Customer has tort immunity from the underlying claim.

10. DISPUTE RESOLUTION AND VENUE.

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Exclusive venue for any dispute or claim arising from this Agreement, from the services furnished by MasteryConnect, and from use of MasteryConnect's Web Site, shall be the federal and state courts in the State of Illinois.

11. CRIMINAL BACKGROUND CHECKS.

This Section shall apply if any employees, subcontractors, or representatives of MasteryConnect will be physically present on Customer's property. Prior to MasteryConnect sending any employee, subcontractor or representative to the Customer's property to conduct training or for any other purpose, MasteryConnect shall conduct, at its own cost and expense, criminal background checks of all of its employees and agents who work on Customer's property. All such background checks shall be conducted in accordance with Section 10-21.9 of the School Code, 105 ILCS 5/10-21.9. MasteryConnect shall not allow anyone to work at Customer's property whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal conduct or inappropriate behavior which reasonably calls into question such individual's fitness to work with children. MasteryConnect shall indemnify and hold Customer harmless for any claims made against Customer related to MasteryConnect's breach of this Section.



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APPENDIX A INSPECT ITEM BANK LICENSE AGREEMENT TERMS AND CONDITIONS

1 INSPECT™ Item Bank

- 1.1 . **LICENSE GRANT:** The Customer is hereby granted a limited, non-exclusive, non-transferable right and license to access and use the Item Bank within the State in which the Customer is organized, authorized and resides (the “Customer Territory”) to provide noncommercial access and use of any or all of the items from Key Data Systems’ (“KDS”) INSPECT (referred to herein as the “Item Bank” or individual items, materials associated with the items such as reading passages and graphics, and scoring materials from the Item Bank as “Items”) to students registered within the Customer’s schools/districts for the sole purpose of performing formative assessments of those students (the “License”). The Customer is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to the Customer under the License will remain exclusive to KDS. Without limiting the generality of the foregoing, the Customer acknowledges that KDS retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein and all modifications and derivative works created there from. The Customer’s rights to access and use the Item Bank, the Items and all modifications and derivative works thereof shall terminate upon the earlier of (i) termination of the agreement between the Customer and MasteryConnect granting this License, or (ii) termination of MasteryConnect’s right and license to distribute the Item Bank. Customer acknowledges that use of the Item Bank, the Items and all modifications and derivative works thereof after termination of the License is strictly prohibited and would constitute infringement of KDS’ proprietary rights.
- 1.2 . Throughout the term of the License KDS will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Customer, of specific Items and/or passages from the Item Bank.
- 1.3 . **DATA EXTRACTS:** KDS shall have the option to request data files for the MasteryConnect containing a consistent, unique, pseudo student identifier (not student district ID), demographics, and individual responses for assessments created with INSPECT. With regard to this Agreement, KDS agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).
- 1.4 . **KDS REPRESENTATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY.** KDS represents that it has the right to grant this License. KDS MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. KDS IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY THE CUSTOMER USING THE ITEM BANK. KDS WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (A) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY KDS OR (B) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (C) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR THE CUSTOMER’S AGREEMENT WITH MASTERYCONNECT. KDS IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.
- 1.5 KDS will have no liability under the Customer’s agreement with MasteryConnect. In no event shall KDS be liable for consequential, incidental, punitive or other indirect damages. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL KDS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO KDS BY OR ON BEHALF OF THE CUSTOMER PURSUANT TO THE LICENSE OR THE CUSTOMER’S AGREEMENT WITH MASTERYCONNECT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.